

Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually."

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

- [REDACTED]
- [REDACTED]
- [REDACTED]

s.19(1)

2.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Period of the Contract

The period of the Contract is from date of Contract to February 8, 2017 inclusive.

4.1 Termination on Thirty Days' Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kayla Pordonick

Senior Contracting Officer

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-301-9709

Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Antoinette Rassi

Senior Team Leader, Corporate Services Branch
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-790-6851
Email: Antoinette.Rassi@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Telephone: [REDACTED]
Email: [REDACTED]

6. Payment

6.1 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Per Diem Rates Per Resource below, to a limitation of expenditure of \$19,900.00. Customs duties are included and Applicable Taxes are extra.

s.19(1)

6.1.1 Per Diem Rates Per Resource

s.20(1)(c)

Resource: [REDACTED]
Per Diem Rate: [REDACTED]

Resource: [REDACTED]
Per Diem Rate: [REDACTED]

6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

6.3 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$17,600.00. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;

c) the Work delivered has been accepted by Canada.

6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to section 16, Payment Period and section 17, Interest on Overdue Accounts, set out in 2035, General Conditions - Higher Complexity - Services (dated nearest to, but not later than the validity date of the Contract) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex B. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under section 16, Payment Period and section 17, Interest on Overdue Accounts, set out in 2035, General Conditions - Higher Complexity - Services (dated nearest to, but not later than the validity date of the Contract) forming part of this Contract will not apply, until the Contractor corrects the matter.

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Elizabeth Lambert

Department of Justice Canada

284 Wellington Street, Ottawa ON, K1A 0H8

Telephone: 613-218-0794

Email: Elizabeth.Lambert@justice.gc.ca

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Recipient Electronic Payment Registration Request Form;
- (e) Supply Arrangement Number E60ZN-15TSSB/059/ZN (the "Supply Arrangement"); and
- (f) the Contractor's proposal.

11. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX A – STATEMENT OF WORK

1 TITLE

Performance Management Consultants – Implementation of the New Treasury Board Secretariat (TBS) Policy on Results

2 OBJECTIVE

Retain the services of a Contractor to develop performance measurement materials for presentation, including:

- a) A Performance Measurement Guide, learning tool or package; and
- b) A presentation deck for a «Kick Off» Meeting with Sectors/Portfolios to validate deliverables and seek their input.

3 BACKGROUND STATEMENT

The Policy on Results took effect on July 1, 2016 and sets out the fundamental requirements for Canadian federal departmental accountability for performance information and evaluation, while highlighting the importance of results in management and expenditure decision making, as well as public reporting.

It replaces the following Treasury Board policies:

- Policy on Reporting of Federal Institutions and Corporate Interests to Treasury Board of Canada Secretariat (2007)
- Policy on Evaluation (2009)
- Policy on Management, Resources and Results Structures (2010)

Departments have until November 1, 2017 to implement subsections 4.2, 4.3.1 and 4.3.2, and 4.3.5 to 4.3.8 of this policy as they relate to Departmental Results Frameworks, Program Inventories and Performance Information Profiles.

Until November 1, 2017, or such time as the Treasury Board Secretariat agrees to their replacement by approved Departmental Results Frameworks, Program Inventories, and Performance Information Profiles, departments must continue to implement, maintain and use the Program Alignment Architectures, Performance Measurement Frameworks and Performance Measurement Strategies required under the policy instruments being replaced.

Departments also have until November 1, 2017, to implement the requirement to provide Performance Information Profile data in Treasury Board submissions as contained in section 4.3.10 of this policy.

Departments have until April 1, 2017, to meet the requirements in subsections 4.3.15 (except for 4.3.15.1) and 4.3.16 of this policy. Until April 1, 2017, departments must continue to use the tools for departmental evaluation planning required under the policy instruments being replaced.

4 TERMINOLOGY

- "JUS" refers to the Department of Justice Canada
- "NCR" refers to the National Capital Region
- "TBS" refers to the Treasury Board Secretariat

5 REFERENCE DOCUMENTS

The applicable reference documents will be provided to the Contractor as required.

6 REQUIREMENT DESCRIPTION

6.1 Scope

The Contractor will develop:

- a) A Performance Measurement Guide, learning tool or package; and
- b) A presentation deck for a «Kick Off» Meeting with Sectors/Portfolios to validate deliverables and seek their input.

6.2 Tasks/Detailed Services

The required services may include, but are not limited to the following:

- Compiling, analyzing and/or interpreting performance information (Policy on Results Policy, Directive on Results, Mandatory Procedures for ORF, PI and PIP) and preparing performance guide that will help program managers develop Performance Information Profiles; and
- Developing a presentation deck for the «Kick Off» meeting with Sectors/Portfolios to validate deliverables and seek their input. The presentation will also guide the program managers on how to use the Performance Guide.

6.3 Deliverables

The Contractor must produce performance measurement materials for presentation, as follows:

- a) A draft copy of the learning guide or tool
Deliverable Due Date: to the Project Authority by close of business on or before January 16, 2017.
- b) A finalized tool or learning guide, incorporating any feedback from the Project Authority
Deliverable Due Date: to the Project Authority by close of business on or before January 31, 2017.
- c) A draft presentation deck
Deliverable Due Date: to the Project Authority by close of business on or before February 6, 2017.
- d) A finalized presentation deck, incorporating any feedback from the Project Authority
Deliverable Due Date: to the Project Authority, prior to a meeting scheduled with the «Kick Off» Meeting with Sectors/Portfolios to validate deliverables and seek their input, on February 8, 2017.
- e) Attend the «Kick Off» Meeting with Sectors/Portfolios, located at JUS Headquarters in Ottawa, to validate deliverables and seek their input.
Deliverable Due Date: February 8, 2017.

6.4 Acceptance Criteria

All written material must be provided in hard and/or electronic copy as requested by the Project Authority and prepared in accordance with the instructions provided by Project Authority. Unless otherwise specified, a soft copy must be provided in the current version of JUS's approved desktop software (currently PC-based Microsoft Office).

7. Travel

No travel is associated with this requirement.

8. Language Requirements

All deliverables must be provided in either official language, as instructed by the Project Authority.

9. Location of Service Delivery

The Contractor's work will take place primarily at the Contractor's premises. Some meetings will be conducted in person at JUS's Headquarters in Ottawa. The Contractor is responsible for their own cost of travel between the Contractor's place of business and JUS Headquarters.

ANNEX B - RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Department of Justice Canada Ministère de la Justice Canada

RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST

DEMANDE D'ADHÉSION DU BÉNÉFICIAIRE AU PAIEMENT ÉLECTRONIQUE

Protégé B
Protected B

Guideline on Completing the Recipient Electronic Payment Registration Form

Recipient information

The following information is required to process the registration form :

Individual recipient: full name and remittance address.

Organizational recipient: legal name of the company and remittance address (as shown on invoice).

Marche à suivre pour remplir le formulaire de demande d'adhésion du bénéficiaire au paiement électronique

Renseignements sur le bénéficiaire

Les renseignements suivants doivent être fournis pour que le formulaire d'inscription soit traité :

Personne bénéficiaire : nom complet et adresse pour l'avis de paiement.

Organisation bénéficiaire : dénomination sociale de l'organisation et adresse pour l'avis de paiement (tel qu'indiquées sur la facture).

Banking information - Renseignements bancaire

Name / Nom		Example / Exemple	
P.O. Box / C.P. 000		Check No / N° de chèque	0000000
City / Ville, Canada H0H 0H0			
Pay to the order of Payez à l'ordre de		<i>"Void"</i>	
		<i>"Attel"</i>	
		\$	Dollars
		Signature	
1 2 3		4	
1. Cheque number - not required. 2. Branch number - 5 digits. 3. Institution number - 3 digits. 4. Account number - as shown on your cheque.		1. Numéro du chèque - non requis. 2. Numéro de la succursale - 5 chiffres. 3. Numéro de l'institution - 3 chiffres. 4. Numéro de compte - tel qu'indiqué sur votre chèque	

1. Cheque number - not required.
2. Branch number - 5 digits.
3. Institution number - 3 digits.
4. Account number - as shown on your cheque.

Consent

This section must be completed, signed and dated by the appropriate recipient in order for the request to be authorized or electronic payments to be modified.

Consentement

Cette section doit être remplie, signée et datée par le bénéficiaire visé pour que la demande d'adhésion ou de modification des paiements électroniques soit acceptée.

Sending the form to the Department of Justice

Send the duly completed form to MDV_DPF@justice.gc.ca or by mail to:

Envoi de votre demande au ministère de la Justice Canada

Envoyer le formulaire dûment complété à
MDV_DPF@justice.gc.ca ou par courrier à :

For Goods and Services Suppliers

Master Data Vendor Officer
Accounting Operations
Department of Justice Canada
284 Wellington Street, EMB-1347
Ottawa, Ontario
K1A 0H8

Pour les fournisseurs de biens et services

Agent des données principales fournisseurs
Opérations comptables
Ministère de la Justice Canada
284 rue Wellington, ECE-1347
Ottawa (Ontario)
K1A 0H8

For Grants and Contributions

Manager, Grants and Contributions Financial Services
Department of Justice Canada
284 Wellington Street, EMB-6248
Ottawa, Ontario
K1A 0H8

Pour les subventions et les contributions

Gestionnaire, services financiers de
Subventions et contributions
Ministère de la Justice Canada
284 rue Wellington, ECE-6248
Ottawa (Ontario)
K1A 0H8

PRIVACY NOTICE - AVIS CONCERNANT LA PROTECTION DES RENSEIGNEMENTS PERSONNELS

Your personal information is requested and compiled by the Department of Justice Canada for the purpose of issuing electronic payments. This information will be protected under the provisions of the Privacy Act.

Vos renseignements personnels sont demandés et compilés par le ministère de la Justice Canada afin de permettre que le paiement électronique soit effectué. Ces renseignements seront protégés en vertu des dispositions de la Loi sur la protection des renseignements personnels.

IMPORTANT: Must be a Canadian recipient holding a bank account in Canadian dollars.

IMPORTANT: Le bénéficiaire doit être citoyen canadien et détenir un compte bancaire en devises canadiennes.

TYPE OF REQUEST - TYPE DE DEMANDE

New Nouveau → Direct Deposit (DD) Dépôt direct (DD) Electronic Data Interchange (EDI) Echange de données informatisées (EDI)

Amendment Modification → Banking information (provide a new void cheque) des renseignements bancaires (fournir un nouveau chèque portant la mention "annulé")
→ from Direct Deposit (DD) to Electronic Data Interchange (EDI) du dépôt direct (DD) à l'échange de données informatisées (EDI)
→ from Electronic Data Interchange (EDI) to Direct Deposit (DD) de l'échange de données informatisées (EDI) au dépôt direct (DD)

RECIPIENT INFORMATION - INFORMATION DU BÉNÉFICIAIRE

Name of organization/individual/public servant (Name and PRN) - Nom de l'organisation/Personne/fonctionnaire (Nom et CIDP)

Address - Adresse

City - Ville	Province	Postal code - Code postal
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BANKING INFORMATION - RENSEIGNEMENTS BANCAIRES

Please attach a void cheque. If you do not attach a void cheque, complete the fields below with your banking information.

Veuillez joindre un chèque portant la mention "annulé". Si vous ne joignez pas un chèque portant la mention "annulé", veuillez remplir les champs concernant vos renseignements bancaires qui figurent ci-dessous.

Financial Institution No. N° de l'institution financière	Branch No. N° de la succursale	Account No. N° de compte
---	-----------------------------------	-----------------------------

Financial Institute Address - Adresse de l'institution financière

City - Ville	Province	Postal code - Code postal
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PAYMENT CONTACT - PERSONNE-RESSOURCE POUR LE PAIEMENT

Name - Nom Telephone - Téléphone Email Address - Courriel

PRIVACY CONSENT - CONSENTEMENT

Authorization. I, as the organization/recipient entitled to receive payments, authorize the Receiver General for Canada to deposit the payments electronically into the account specified above until further notice. I acknowledge that all the banking information provided will be entered in the Departmental Financial System. I have read and understand this form.

Autorisation : À titre de bénéficiaire des paiements, j'autorise le Receveur général du Canada à déposer les paiements électroniquement dans le compte susmentionné, et ce, jusqu'à nouvel ordre. Je reconnais que les renseignements bancaires fournis seront consignés dans le système financier ministériel. J'ai lu et je comprends le présent formulaire.

Name of Authorized Official - Nom de l'officier autorisé Title or Authority - Titre ou pouvoir

Signature of Authorized Official - Signature du responsable Date

FOR DEPARTMENT OF JUSTICE CANADA ONLY / RÉSERVÉ À L'USAGE EXCLUSIF DE JUSTICE CANADA

PROCESSED BY TRAITÉ PAR	→ Name - Nom	Signature	Date
VERIFIED BY VÉRIFIÉ PAR	→ Name - Nom	Signature	Date
SECTION 33 APPROVAL APPROBATION S.33	→ Name - Nom	Signature	Date

Company code - Code de société Purchase organization - Organisation d'achats:



Gouvernement du
Canada

**Call-up Against a Standing Offer Amendment
Commande subséquente à une offre à commandes Modification**

Page: 1

To: - A: ALTIS HR 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA			Validity Date / Période Valide From/De: 11/10/2016 To/À: 12/22/2016	Contact - Personne-ressource Pordonick, Kayla	Tel. No - N° du Tél. 613-946-9012	Fax. No. - N° de télécop. 613-960-4956	Order No. N° de la demande 4500130847		
			Standing offer No. - N° d'offre permanente E60ZN-15TSSO/029/ZN	Amendment No. - N° de la modification 001	Previous Value - Valeur précédente 15,255.00	Admend Date Date de la demande 11/14/2016			
Vendor # - N° fournisseur 123940		Contact Name - Nom du contact	Acc. # - N° comp. 613-230-5393	Tel. No - N° du Tél. 613-230-1623	Fax. No. - N° de télécop. 613-230-1623	Inc./Dec. - Aug./Dim. 0.00	Revised value - Montant révisé 15,255.00	Date required - Demande pour le 11/10/2016	
Item No. Article n°	Description Description				U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Disc Disc	Ext.Price Prix prévu
00010	<p>Amendment 001 is required to change the resource on the contract *** Text changed ***</p> <p>The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés.</p> <p>Senior Staffing Consultant- [REDACTED] ... s.19(1)</p>				DAY	30.00	508.50		15,255.00
	<p>Financial Codes Codage financier 3750 - 11050 - - 15 - 4010 =====</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD =====</p>								
Delivery Address - Adresse de livraison MINISTER'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: Danielle Vaillancourt 960-1138 284 WELLINGTON, EMB-4147B OTTAWA ON K1A 0H8		Invoicing address - Adresse de facturation MINISTER'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: Danielle Vaillancourt 960-1138 284 WELLINGTON, EMB-4147B OTTAWA ON K1A 0H8				FOB - FAB FOB Destination Terms of payment - Modalités de paiement DD NET 30 DAYS	Amount - Montant / CAD 15,255.00 T. taxes - T. taxes / CAD 1,983.15 T. Amount - Montant T. / CAD 17,238.15		
Special Instructions - Instructions spéciales To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number. Au fournisseur: Votre offre permanente, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulés dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissances et bordereaux d'emballage doivent tous porter le numéro de la demande.						Certified pursuant to subsection 32(1) of Financial Administration Act Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.			
						<p><i>Pronfeli</i> Signature _____ Date _____</p> <p>Approved for the Minister Approuvé pour le Ministre</p> <p><i>Danielle Vaillancourt</i> Nov 14, 2016 Signature _____ Date _____</p> <p>MARCO LACROIX Signature _____ Date _____</p> <p><i>Canada</i> Signature _____ Date _____</p>			

Special Instructions - Instructions spéciales

MINISTER'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: Danielle Vaillancourt 960-1138
284 WELLINGTON, EMB-4147B
OTTAWA ON K1A 0H8

Invoicing address - Adresse de facturation

MINISTER'S OFFICE
DEPARTMENT OF JUSTICE CANADA
ATT: Danielle Vaillancourt 960-1138
284 WELLINGTON, EMB-4147B
OTTAWA ON K1A 0H8

FOB - FAB

FOB Destination

Amount - Montant / CAD

15.255.00

Terms of payment: 45 days after delivery.

WA WA 1013

7 CAD

DD NET 30 DAYS 1,388.15
T. Amount - Montant T. / CAD 17,238.15

Special Instructions - Instructions spéciales

To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number.

Au fournisseur: Votre offre permanente, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulés dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissances et bordereaux d'emballage doivent tous porter le numéro de la demande.

Certified pursuant to subsection 32(1) of the Financial Administration Act
Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

188

Date

Approved for the Minister Approuvé pour le Ministre

1

11

Signature

84

MARCO LACROIX Canada 000009

Government of
Canada

Gouvernement du
Canada

Call-Up Against a Standing Offer
Commande subséquente à une offre à commandes

Page: 1

To: - A : ALTIS HR 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA			Validity Date / Période Valide From/De: 11/10/2016 To/À: 12/22/2016	Contact - Personne-ressource Pordonick, Kayla	Tel. No - N° du Tél. 613-946-9012	Fax. No. - N° de télécop. 613-960-4956	Order No. N° de la demande 4500130847			
			Standing offer No. - N° d'offre permanente E60ZN-15TSSO/029/ZN				Order date Date de la demande 11/08/2016			
Vendor # - N° fournisseur 123940		Contact Name - Nom du contact	Acc. # - N° comp. 613-230-5393	Tel. No - N° du Tél. 613-230-1623			Date required - Demandé pour le 11/10/2016			
Item No. Article n°	Description Description				U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Disc Disc	Ext.Price Prix prévu	
00010	Senior Staffing Consultant- S.19(1) Financial Codes Codage financier 3750 - 11050 - - 15 - 4010 ----- The currency of this P.O. is - La devise de ce bon est : CAD -----				DAY	30.00	508.50			15,255.00
Delivery Address - Adresse de livraison MINISTER'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: Danielle Vaillancourt 960-1138 284 WELLINGTON, EMB-4147B OTTAWA ON K1A 0H8			Invoicing address - Adresse de facturation MINISTER'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: Danielle Vaillancourt 960-1138 284 WELLINGTON, EMB-4147B OTTAWA ON K1A 0H8			FOB - FAB FOB Destination	Amount - Montant / CAD 15,255.00			
						Terms of payment - Modalités de paiement DD NET 30 DAYS	T. taxes - T. taxes / CAD 1,983.15			
							T. Amount - Montant T. / CAD 17,238.15			
<p>Special Instructions - Instructions spéciales To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number. Au fournisseur: Votre offre permanente, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulés dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissances et bordereaux d'emballage doivent tous porter le numéro de la demande.</p>										
<p>Certified pursuant to subsection 32(1) of Financial Administration Act Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.</p>										
<p>PR 1000021914 <i>on file</i> Signature Date Approved for the Minister Approuvé pour le Ministre  Signature Date KAYLA PORDONICK  000010</p>										

1. Statement of Work

The Contractor must perform the Work as described in the ACF 1000021914.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

2.1 General Terms and Conditions

2035 (2014-09-25) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts, of 2035 (2014-09-25) General Conditions - Higher Complexity - Services will not apply to payments made by credit cards.

With respect to Article 30 - Termination for Convenience, of General Conditions 2035, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06: The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

- a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
- b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

2.2 Standard Acquisition Clauses and Conditions Manual Clauses:

K3002C (2008-05-12) - General Conditions - Modifications - Contractor to own Intellectual Property (IP): No Explicit License Rights for Canada

K3030C (2010-01-11) - General Conditions - Modifications - License to Material Subject to Copyright

3. Security Requirement

The Common PS SRCL # 4 and related clauses apply to and form part of this Contract.

4. Period of Contract

The Work must be completed between Date of Award and December 22, 2016.

5. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Kayla Pordonick
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-301-9709
Email: Kayla.Pordonick@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.2 Technical Authority

The Technical Authority for the Contract is:
Joelle Landry
A/Senior Administrative Coordinator
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-992-8474
Email: Joelle.Landry@justice.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's Representative

The Contractor's Representative is:

s.19(1)

Telephone: [REDACTED]

Email: [REDACTED]

7. Payment

7.1 Basis of Payment – Professional Services

For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in the call-up documents, applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$15,255.00

7.2 Pre-Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.

7.3 Additional Charges

The Contractor acknowledges that the Contract has been awarded as a result of a competed Standing Offer. No additional charges will be allowed to compensate for errors, oversights,

misconceptions or underestimates made by the Contractor when Responding to an ACF for the Contract.

7.4 Professional Services Rates

If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

7.5 Purpose of Estimates

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

7.6 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any applicable Goods and Services Tax (GST) or Harmonized Sales Tax (HST). With respect to the amount set out on page one of the Contract, Customs duties are _____ (As required by the ACF, insert "included", "excluded" or "subject to exemption") and applicable taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceed before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A. it is 75 percent committed, or
 - B. 2 weeks before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- iii.

7.7 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada.

8. Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract, including any Task Authorizations issued if applicable;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

The original and one copy must be forwarded to the following individual for certification and payment:

Joelle Landry
A/Senior Administrative Coordinator
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-992-8474
Email: Joelle.Landry@justice.gc.ca

10. Insurance requirement

10.1 Insurance requirement for Categories listed under Stream 5:

The Contractor must maintain the insurance requirements specified in section 10.2 below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

10.2 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

11. Certifications

Compliance with the certifications provided by the Contractor is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor in its offer is untrue, whether made knowingly or unknowingly, the Contracting Authority has the right to terminate the Contract for default.

12. Standard Acquisition Clauses and Conditions Manual Clauses

The following clauses set out in the SACC Manual will form part of the Contract:

Number	Date	Description
C0705C	2010-01-11	Discretionary Audit
A9117C	2007-11-30	T1204 - Direct Request
C0711C	2008-05-12	Time Verification
B9028C	2007-05-25	Access to Facilities and Equipment
A9068C	2010-01-11	Government Site Regulations

13. Reorganization of Identified User

The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Identified User. The reorganization, reconfiguration and restructuring of the Identified User includes the privatization of the Identified User, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Identified User. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

14. Professional Services

14.1 Requirement for Training and Familiarization

Any training required by personnel to perform specific assignments will be on the Contractor's time and expense. Canada will not provide technology training. Canada will, wherever possible, provide standards, policies, guidelines and appropriate documentation to describe how the application systems are designed and configured, as well as other assistance needed to help the Contractor's personnel to work on application systems.

14.2 Professional Services - General

- a. The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience,

professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

- b. If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:
 - i. if the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.
- ii. Any assessment of the information provided will occur as per (ii) (B) below.
 - a. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Article titled "Default of the Contractor", or
 - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (a) above, or require the Contractor to propose another replacement within five working days' notice.
- iii. Where an Excusable Delay applies, Canada may require (c) (ii) (b) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
- iv. The Bidder must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- v. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

15. Contractor Supplied

The Contractor must furnish the following at no additional cost to the Contract:

- a. Contract related services that are administrative and management functions necessary to support the Contract, and the hardware, software, and communications systems necessary to interface effectively and efficiently with Canada. These include, but are not limited to: financial management, recruiting, interviewing, training, payroll preparation, travel arrangements, Contract proposal preparation, obtaining security clearances, contracting, and clerical support.
- b. Office and working space for Contract related services, if necessary.
- c. Office equipment and expenses necessary to perform Contract related services including: Information Technology (IT) and network operations, hardware, software, printing, photocopying, communications, postage, express mail, paper and copying supplies, local and long distance telephone service, and other services, equipment and supplies required in support of the work.

16. Timely Problem Identification

The Contractor must immediately advise the Contracting and Project Authorities in writing of any and all situations or difficulties that the Contractor considers will have a significant impact upon the scope of the Work, expected technical achievement, delivery schedule, person-power or cost to Canada. Notwithstanding the submission of any such report, the Contractor remains responsible for the completion of the Work in accordance with the terms of the Contract.

- a. Such reports must include proposed detailed remedial action plans to resolve or alleviate the identified situations or difficulties. The plans must set out the Contractor's detailed estimates of any increase in time, consultants and cost to effect such plans. Such plans must include all reasonable options for consideration by Canada plus the costs and consequences to Canada of taking no remedial action and must also provide a reasonable amount of time for Canada to review these options and obtain any necessary funding authorization.
- b. The Contractor will be prohibited from claiming for any additional costs incurred in remedying a problem not reported as described above in a timely fashion, and will be required to remedy such problems at its own expense.

c.

17. Representations and Warranties

The Contractor made statements regarding its own and its proposed resources' experience and expertise in its ACF Response that resulted in the award of the Contract and if applicable the issuance of Task Authorizations (TAs). The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and if applicable adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

18. Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of up to three months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 10 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

19. Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



Gouvernement du Canada

From - Dd
COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-4757
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and exclude applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and any F.O.B. (including all delivery charges) distributor(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix sont en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinente comprise. Le taux sur les produits et services (TPS) n'est pas compris dans les prix unitaires. La TPS applicable aux produits est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FOB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. EN578-055605/839/E1 between the Vendor and the Crown, as Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série EN578-055605/839/E1 sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - A Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees At/Limit Taux/Vat Imms	GST% %TPS	GST Total Total TPS	Total
<p>The following documents form part of this Contract:</p> <ol style="list-style-type: none"> 1) This document entitled Supply Arrangement Contract (page 1-2); 2) The Contract's clauses and annexes here attached (page 1 to 27); 3) The Supply Arrangement Number EN578-055605/839/E1, included all clauses terms and conditions; 4) The Request for Proposal (RFP) Number: 1000021515 entitled TBIPS requirement for IM Architect(s), Level 3 and Technical Architect(s), Level 3; 5) The Contractor's bid dated November 11, 2016. 									
Solicitation closing - L'invitation à soumissionner prend fin le 00/00/00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out thereto. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.							
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux documents dans les présentes et dans toutes les annexes aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur devraient être considérées comme des offres de vente.							
Name and address of Vendor - Nom et adresse du fournisseur OPROMA INC. 116 AV GATINEAU GATINEAU QC, J8T 4J6 CANADA Phone: 819-568-4069		<p>Name and title of person authorized to sign on behalf of Vendor (Type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres majuscules)</p> <p>MARC PAGEAU CEO</p> <p>Signature</p> <p>Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes</p> <p><input checked="" type="checkbox"/> I retain the signed copy for future reference. Préservez ce document pour référence future.</p>							
Vendor No - No du Fournisseur 142064 JUS 5200-11 (07/2006)		<p>F.O.B. Point - Point FAB</p> <p>Delivery to Section 32(1) of the Financial Administration Act funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, les fonds sont disponibles.</p> <p>PRF 100021515 en filiale</p> <p>Total Estimated Cost Coût global estimatif \$112,887.00</p> <p>To the Minister - Remise au Ministre <i>Signature</i> Nov 30, 2016</p> <p>CEO</p>							

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From - Dated

COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-4757
FAX:

Gouvernement du Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner	
Clauses (1) and (2) below will form part of this: Les clauses 1 et 2 ci-dessous font partie du document de :	
Request for proposal	<input type="checkbox"/> Demande de proposition
Contract	<input checked="" type="checkbox"/> Contrat
Amendment	<input type="checkbox"/> Modification

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. EN578-055605/839/EI between the Vendor and the Crown, as Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série EN578-055605/839/EI sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
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The following documents form part of this Contract: 1) This document entitled Supply Arrangement Contract (page 1-2); 2) The Contract's clauses and annexes here attached (page 1 to 27); 3) The Supply Arrangement Number EN578-055605/839/EI, included all clauses terms and conditions; 4) The Request for Proposal (RFP) Number: 1000021515 entitled TBIPS requirement for IM Architect(s), Level 3 and Technical Architect(s), Level 3 ; 5) The Contractor's bid dated November 11, 2016.	
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At - À 00:00:00	The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.	State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.
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On - Le	F.O.B. Point - Point FAB Destination	
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Name and address of Vendor - Nom et adresse du fournisseur	Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques-des fonds sont disponibles.	
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OPROMA INC. 116 AV GATINEAU GATINEAU QC J8T 4J6 CANADA Phone: 819-568-4069	Total Estimated Cost Coût global estimatif \$112,887.00	
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Vendor No. - No du Fournisseur	Signature		Date	Telephone No. - N° de téléphone	For the Minister - Réservé au Ministre	
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142064	Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.		You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.		Return the signed copy forthwith. Prépare de retourner immédiatement une copie dûment signée.	
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Signature		Signature		Title - Titre		
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JUS 9200-11 (07/2006)						
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Government of
Canada

Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y-A M D-J	To - À Y-A M D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees /Val. Limit Taux/Val. limite	GST% %TPS	GST Total Total TPS	Total
00010	IM Architect L 3: JOSH TURNER	2016.11.28	2017.03.31	19308			13%	11,700.00	101,700.00
00020	Technical Architect L 3: [REDACTED]	2016.11.28	2017.03.31	19308			13%	1,287.00	11,187.00
	Financial Codes Codage financier 0130-19090-15-530002-3720 -4070	Amount Montant 99,900.00		s.19(1) s.20(1)(c)					
	The currency of this P.O. is - La devise de ce bon est : CAD								

JUS 9200-11 (07/2006)

Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série
19308 16 1515

Page 2 of 2

000022

TABLE OF CONTENTS

I) CONTRACT CLAUSES

- 1 REQUIREMENT
- 2 STANDARD CLAUSES AND CONDITIONS
- 3 SECURITY REQUIREMENT
- 4 CONTRACT PERIOD
- 5 AUTHORITIES
- 6 PAYMENT
- 7 INVOICING INSTRUCTIONS
- 8 CERTIFICATIONS
- 9 APPLICABLE LAWS
- 10 PRIORITY OF DOCUMENTS
- 11 FOREIGN NATIONALS (CANADIAN CONTRACTOR)
- 12 INSURANCE REQUIREMENTS
- 13 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY
- 14 SPECIFIC PERSONS
- 15 PROFESSIONAL SERVICES - GENERAL
- 16 SAFEGUARDING ELECTRONIC MEDIA
- 17 REPRESENTATIONS AND WARRANTIES
- 18 ACCESS TO CANADA'S PROPERTY AND FACILITIES
- 19 GOVERNMENT PROPERTY
- 20 IDENTIFICATION PROTOCOL RESPONSIBILITIES

II) LIST OF ANNEXES TO THE CONTRACT :

- Annex A: Statement of Work (SoW)
- Annex B: Basis of Payment
- Annex C: Security Requirements Check List (SRCL)
- Annex D: Recipient Electronic Payment Registration Request Form

CONTRACT CLAUSES

The following clauses apply to and form part of this contract resulting from the bid solicitation number 1000021515 entitled TBIPS requirement for IM Architect(s), Level 3 and Technical Architect(s), Level 3.

1 REQUIREMENT

- a. **Oproma Inc.** (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "Client" is the Department of Justice Canada (JUS).
- c. **Reorganization of Client** : The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.
- e. **Location of Services** : Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

a. General Conditions :

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly

provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

b. Supplemental General Conditions :

The following Supplemental General Conditions :

- i. 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

3 SECURITY REQUIREMENT

The Security Requirement Check List (SRCL and related clauses), as set out under Annex "B" to Part B to the Supply Arrangement, applies to the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition).

4 CONTRACT PERIOD

- a. **Contract Period :** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends on March 31, 2017; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract :**
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same terms and conditions. The two option periods are as follows:

Option 1: April 1, 2017 to March 31, 2018

Option 2: April 1, 2018 to March 31, 2019

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

5 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Traian Coconetu
Title: Senior analyst and Contracting Officer
Organization: Department of Justice Canada
Address: 284 Wellington Street, Ottawa, Ontario, K1A 0H8
Telephone: 613-946-4757
E-mail address: traiyan.coconetu@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Technical Authority

The Technical Authority for the Contract is:

Name: Robert Séguin
Title: Senior Advisor/Application Development
Organization: Department of Justice Canada
Address: 275 Sparks St, Ottawa, Ontario K1A 0H8
Telephone: 613-790-2929
Facsimile: 613-954-3294
E-mail address: robert.seguin@justice.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

INSPECTION AND ACCEPTANCE

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

c. Contractor's Representative

Name: Robert Proulx
Title: Vice President Business Development & Partnership
Organization: Opronma Inc.
Address: 116 Gatineau Av, Gatineau, Quebec
Telephone: s.19(1)
Facsimile: 613-482-3777
E-mail address: [REDACTED]

6 PAYMENT

a. Basis of Payment

- I. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex B - Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated cost: \$99,900.00

- II. **Pre-Authorized Travel and Living Expenses :**

Canada will not pay any travel or living expenses associated with performing the Work.

- III. **Applicable Taxes:**
Estimated cost: \$ 12,870.00
- IV. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- V. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- VI. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. **Limitation of Expenditure** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceed before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
- ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

c. **Monthly Payment** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

d. **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

e. **Payment Credits**

- i. **Failure to Provide Resource:**
 - A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.

B. **Corrective Measures:** If credits are payable under this Article for *two consecutive months* or for *three months in any twelve-month period*, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

C. **Termination for Failure to Meet Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor *3 months'* written notice of its intent, if any of the following apply :

1. the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

ii. **Credits Apply during Entire Contract Period :** The Parties agree that the credits apply throughout the Contract Period.

iii. **Credits represent Liquidated Damages :** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

iv. **Canada's Right to Obtain Payment :** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

vi. **Audit Rights :** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

f. **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

g. **Payment by Direct Deposit**

- i. Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2016-04-04) forming part of this Contract.
- ii. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

iii. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under (Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2016-04-04) forming part of this Contract will not apply, until the Contractor corrects the matter.

7 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original and two copies of each invoice to the Technical Authority at the following e-mail address: Admin.Services-LSB@justice.gc.ca
- e. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

8 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

9 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province Quebec.

10 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
 - i. 4006 (2010-08-16) , Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2016-04-04);
- d. Annex A, Statement of Work
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Supply Arrangement Number EN578-055605/839/EI (the "Supply Arrangement")
- h. the Contractor's bid dated November 11,2016.

11 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

12 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

13 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. **Third Party Claims :**

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or

determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

14 SPECIFIC PERSONS

The Contractor must provide the services of the following persons to perform the Work as stated in the Contract:

TBIPS Stream, Category and Experience Level	Primary Resources		
Stream 3: IM/IT Services 1.5. IM Architect Level 3	Primary IM Architect :	Josh Turner	s.19(1)
Stream 3: IM/IT Services 1.10. Technical Architect Level 3	Primary Technical Architect :		

Should additional Secondary Resources of the same category and level be specified in a valid issued Request for Additional Resources, the additional Secondary Resource(s) will be subject, for the duration of the Request for Additional Resources, to the same terms and conditions as those that apply to the Primary Resources.

15 PROFESSIONAL SERVICES - GENERAL

- (A) The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (B) If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (C) In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - (a) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (b) security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:

- (a) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
- (b) assess the information provided under (C) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (a) above, or require another replacement in accordance with this sub article (C).

(iii) Where an Excusable Delay applies, Canada may require (c) (ii) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

(iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

16 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

17 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

18 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

19 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed below (the "Government Property"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

- (i) Accounts on computer network
- (ii) Workstation
- (iii) Access to printer, fax machine and photocopier
- (iv) ID card allowing access to building and floor
- (v) Reference material, as needed

20 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A : Statement of Work (SoW)

1 TITLE

TBIPS requirement for IM Architect(s), Level 3 and Technical Architect(s), Level 3

2 OBJECTIVE

To complete the migration of content from one or more current sources (legacy repository) to a central repository (Digital Workspace) for all Sectors, Portfolios and Branches/Business Units and to facilitate knowledge transfer (and possible training) to central JUS Information team personnel throughout the migration project.

3 TERMINOLOGY

Acronym	Definition
JUS	The Department of Justice Canada / the Department
ISB	Information Solutions Branch
GC IM	Government of Canada Information Management
DW	Digital Workspace (using SharePoint and GCDOCS)
LCMS	Legal Case Management Solution (using Dynamics CRM)
IRBV	Information Resources of Business Value
IREV	Information Resources of Enduring Value
RK	recordkeeping
RDA	Records Disposition Authorities
iCase	the current JUS legal case management system
NCR	National Capital Region. Defined in the <i>SCHEDULE of the National Capital Act (R.S.C., 1985, c. N-4)</i> , available on the Justice Website (http://laws-lois.justice.gc.ca/eng/acts/N-4/).
SOW	Statement of Work

4 BACKGROUND STATEMENT

The Department of Justice (JUS) is implementing an Information@Justice vision that articulates a future desired state that "Justice Information lives in a sustainable digital environment" in contrast to past practices that have been structured around paper content. One of the keystone projects to implement this vision is a Digital Workspace (DW) for the department, whereby employees will have an electronic workspace that supports creating, sharing, and finding digital content and collaborate on this content with their colleagues. The DW Team associated with Information Management requires assistance in this program in particular with respect to migration of digital content. JUS has identified they have in excess of 100TB of digital unstructured content throughout the organization. The purpose of this Statement of Work (SOW) is to define the requirements for Business Analysts resources during this important work.

The Justice landscape includes 13 Sectors, Portfolios and Branches, geographically dispersed in 6 regional offices coast to coast that support the dual roles of the Minister of Justice and the Attorney General of Canada.

JUS has decided to integrate SharePoint 2013 to GCDOCS for the purpose of collaboration and to take advantage of feature rich document management and records management functionality available with these tools. Together, these tools provide substantial efficiency gains for the department, as per JUS design objectives for its DW, by employing a new recordkeeping foundation, new user experience, and new technology.

The DW will contain JUS Information Resources of Business Value (IRBV), Information Resources of Enduring Value (IREV) and transitory information which will allow easier access to documents that may otherwise have been time consuming to locate. Transitory information does not have business value but can be reference information that supports the creation of information of business value. Migrating content from one or more current sources to a central repository will increase efficiency and create a consistent, unified view which allows users to leverage all business critical content and IRBV, ultimately leading to improved and timely decision making.

IRBV, IREV and active transitory information are currently being manually migrated from emails, Microsoft Office applications and shared drives into the DW. The current migration is being carried out by JUS employees on a document

by document basis with no migration solution, automated clean-up or batch migration script for migrating IRBV, IREV, transitory information, metadata and customized recordkeeping (RK) retention periods.

JUS has an estimated 103 terabytes of information resources on Exchange servers and shared drives.

Currently, there are over 107 million objects that reside on shared drives. Manual document and metadata migration is an arduous, taxing and inefficient process, not to mention an inefficient use of staff resources and productivity. Without a solution to migrate documents, it is unreasonable and impractical to expect that the JUS employees will continue to migrate documents on their own. This will severely impact the success of the DW initiative.

The expected outcomes of migrating JUS information residing in legacy repositories to the DW are to:

- Ensure that all IRBV, IREV and active transitory information resources are identified and migrated to the DW within the proper folder structures and with the appropriate access control lists, versions and metadata.
- Expedite the sunset of legacy repositories, i.e. shared drives, by providing detailed document analysis and identification prior to migration; and facilitate transition to the DW for staff.
- Provide a user work environment that promotes a unified, consistent view and access to content, thereby realizing efficiencies through the:
 - Minimization of costs of multiple storage locations
 - Improvement in search and retrieval of information resources
 - Elimination of duplicates as well as minimizing duplication of effort and encouraging reuse of corporate intellectual property
 - Elimination of risks to information currently stored on vulnerable media devices such as CDs, USB drives, etc.
 - Reduction of litigation exposure through proper information retention and disposition

5 REQUIREMENT DESCRIPTION

5.1 THE CONTRACTOR'S RESOURCES

The Contractor must provide 2 primary resources for the duration of the Contract. These 2 primary resources are the IM Architect and the Technical Architect.

The Contractor must also provide, as and when requested by the Technical Authority, up to 2 additional resources: a Secondary IM Architect and a Secondary Technical Architect. Should one or both of these additional resources be requested, the Contractor must provide a resource or resources that meet or exceed the requirements presented in the Request for Proposal (RFP) 1000021515 associated with this Contract, including the applicable TBIPS resource category and experience level, any certifications or security requirements as well as meeting the Mandatory Criteria and achieving or surpassing the minimum required score on the Point-Rated Criteria as specified therein.

Once the Secondary resource or resources will be evaluated and considered that meet or exceed the requirements presented in the above mentioned RFP, a contract amendment will be award and send to the Contractor for its signature.

5.2 PROJECT SCOPE AND APPROACH

The scope of the Project is limited to:

- Data on 16 JUS Departmental servers (~100TB)
 - ~80TB on 12 File Shares servers (~107 000 000 files)
 - ~20TB on 4 Exchange servers (total number of emails not available)

From a Project approach point of view, the required elements have been broken down into a number of individual work packages:

- Project Scoping
- Discovery
- Content Inventory and Cleansing
- Definition of Classification and Metadata Rules
- Classification Design
- Migration Design, testing and implementation
- Transfer of Knowledge to JUS Team

5.3 PHASES, TASKS AND DELIVERABLES

5.3.1 Phase I: Planning & Preparation

5.3.1.1 Tasks

- Review project expectations and timeframes and provide recommendations as required
- Review of JUS documentation
- Review and finalize Functional Specifications documentation
- Identify analysis timeframes that can be utilized to predict overall project duration.
- Define a repeatable and documented process for further projects within the program.
- Develop a Design Proposal for retaining any historical information (Archive) that will not be migrated into DW (if any)
- Develop characteristics of target content set
- Review and finalize training material and training plan to be used
- Participate in the client engagement meetings
- Participate in the preparation of an Implementation and Change Management

5.3.1.2 Deliverables

- Change Management Plan
- Training Plan and Training modules (English)
- Historical Archive Solution Design (if required)
- Characteristics document of target content set
- Validated work packages

5.3.2 Phase II: Data Discovery

5.3.2.1 Tasks

- Undertake data discovery on the ~100TB of JUS data in order to provide an initial management report detailing basic Redundant Obsolete and Trivial (ROT) information.
 - The initial reports will be broken down by:
 - Sectors, Portfolios and Branches
 - Business units, and, if such are dispersed across multiple locations,
 - Regions
- Undertake duplication analysis of the ~100TB of JUS data in order to gain an understanding of possible data volume reductions in addition to ROT removal.
- Undertake a comprehensive content inventory, inclusive of duplication, of ~100TB of JUS data and identify a suitable cleansing process.
- Undertake classification and metadata analysis in order to assist JUS in tagging data for future SharePoint/GCDOCS migration and identification of sensitive data within the ~100TB of JUS data.
- Assist in JUS stakeholder reviews to:
 - Define any custom ROT definitions
 - Review and approve ROT definition rules
 - Define JUS remediation policies
- Review and recommend remediation policies
- Produce a basic metadata extraction rule set that can be deployed and augmented by JUS personnel across other data repositories within JUS.
- Demonstrate SharePoint/GCDOCS migration and alignment of metadata.

5.3.2.2 Deliverables

- Creation of a master index against all defined data sources

- Output reports for review, by business units or information custodians
- Redundant, Obsolete and Trivial (ROT) analysis reports
- Meetings/workshops with clients to demonstrate analysis results, review content and to confirm appropriate business rules
- Documented outcome of ROT review with approved ROT rules definitions and remediation policy and process

5.3.3 Phase III: General Implementation

5.3.3.1 Tasks

- Complete the migration of documents for all Sectors, Portfolios and Branches/Business Units.
- Schedule the migration process
- Execute the migration process
- Monitor the results/prepare an evaluation report.
- Obtain Branches/Business Units migration sign-off
- Make any necessary changes arising out of the evaluation report and revise/realign to the Implementation Plan accordingly

5.3.3.2 Deliverables

- All documents successfully migrated to DW
- Evaluation report
- Updated Migration Framework (if required)

5.3.4 Phase IV: Close Out

5.3.4.1 Tasks

- Facilitate knowledge transfer to central JUS Information team personnel throughout the migration project.
- Identify where the migration tool can assist JUS in the identification of their data through thematic and metadata extraction.

5.3.4.2 Deliverables

- Knowledge Transfer

5.4 REPORTING REQUIREMENTS

All Contractor resources* must meet with the Technical Authority on a weekly basis to present the project status report and to address project issues.

- * There are 4 distinct Contractor resource titles:
 - Primary IM Architect and
 - Primary Technical Architect
 - Secondary IM Architect (if required) and
 - Secondary Technical Architect (if required)

5.5 LANGUAGE REQUIREMENTS

The Work will be conducted in English and in French. Should there be translation required, formal translation will be undertaken by the Department of Justice.

5.5.1 Deliverables

The Contractor's resources must provide all deliverables in English at or above the English proficiency levels indicated in the English proficiency table below.

5.5.2 Tasks

The language requirements for the provision of services (the tasks) are as follows:

- For the Contractor's IM Architect resources, services must be provided in English and in French, as requested, at or above the English proficiency levels and the French proficiency levels indicated in the table below.
- For the Contractor's Technical Architect resources, services must be provided in English at or above the English proficiency levels indicated in the table below.

English proficiency:			
Oral Proficiency	3+	General Professional Proficiency, Plus	Able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks. Operates at level 4 most of the time, but cannot sustain the performance across a variety of topics. Understanding is complete, including idioms, nuances, register shifts and humour or irony. Often matches a native speaker's strategic and organizational abilities. Basic and complex structures are fully controlled except for an occasional error in low-frequency structures. There are no patterned errors.
Reading Proficiency	3+	General Professional Proficiency, Plus	Able to read with facility and appreciate a wide variety of texts as well as those pertinent to professional needs. Has a broad active general, specialized and abstract vocabulary. Able to comprehend many sociolinguistic and cultural references, as well as a considerable range of complex structures, low-frequency idioms, and connotations. However, accuracy is not complete, and here again some nuances and subtleties may escape the reader.
Writing Proficiency	3+	General Professional Proficiency, Plus	Able to write in a variety of prose styles pertinent to general, social and professional needs. Good control of basic and complex structures, all verb tenses and tense sequence, morphology, syntax and punctuation. Usually uses cohesive devices well, but variety is limited. May not be able to express nuances or subtleties very well, nor tailor language to audience.
French proficiency:			
Oral Proficiency	3+	General Professional Proficiency, Plus	Able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks. Operates at level 4 most of the time, but cannot sustain the performance across a variety of topics. Understanding is complete, including idioms, nuances, register shifts and humour or irony. Often matches a native speaker's strategic and organizational abilities. Basic and complex structures are fully controlled except for an occasional error in low-frequency structures. There are no patterned errors.
Reading Proficiency	3+	General Professional Proficiency, Plus	Able to read with facility and appreciate a wide variety of texts as well as those pertinent to professional needs. Has a broad active general, specialized and abstract vocabulary. Able to comprehend many sociolinguistic and cultural references, as well as a considerable range of complex structures, low-frequency idioms, and connotations. However, accuracy is not complete, and here again some nuances and subtleties may escape the reader.
Writing Proficiency	3+	General Professional Proficiency, Plus	Able to write in a variety of prose styles pertinent to general, social and professional needs. Good control of basic and complex structures, all verb tenses and tense sequence, morphology, syntax and punctuation. Usually uses cohesive devices well, but variety is limited. May not be able to express nuances or subtleties very well, nor tailor language to audience.

The descriptions associated with the language proficiency levels can be found at the following website:
http://www.international.gc.ca/ifaite-iaeci/test_levels-niveaux.aspx?lang=eng

5.6 LOCATION OF SERVICE DELIVERY

The Work will be performed in the NCR, primarily at Justice Headquarters 284 Wellington Street, Ottawa. The Work does not require travel outside of the NCR.

5.7 CONSTRAINTS

5.7.1 Hours of Availability

Because the nature of the Work requires close, ongoing interaction with JUS staff, the Contractor's resources must be available during standard DOJ working hours (9:00 AM to 5:00 PM, Monday to Friday, for a total of 37.5 hours per week excluding statutory and government holidays).

The Contractor's resources **may** be requested, and must be available, to work outside of standard JUS working hours, including nights and weekends during the migration testing and migration production phases.

ANNEX B : Basis of Payment

B1 Basis of Payment - Professional Services

For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out below, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ 99,900.00.

B2 Professional Fees

Primary Resources

One *Primary IM Architect* and one *Primary Technical Architect* are required during the initial contract period and, should Canada extend the contract period, during subsequent contract option periods. For these primary resources the firm all-inclusive per diem rates indicated below will apply.

Secondary Resources

One additional resource for each category, a *Secondary IM Architect* and a *Secondary Technical Architect*, of the same TBIPS streams, categories and experience level as the corresponding primary resources, may be required on an as-and-when-requested basis at any time throughout the duration of the contract.

If Canada requests either or both of these secondary resources, the firm all-inclusive per diem rates indicated for the corresponding primary resource of the same category and level, as indicated below, will apply.

B2.1 Initial Contract Period (from Contract award to March 31, 2017)

During the Initial Contract Period the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources		Firm All Inclusive Per diem Rate	Estimated Level of Effort	Estimated Totals* (C = A x B)
Stream 3: IM/IT Services 1.5. IM Architect Level 3	Primary IM Architect : <i>Josh Turner</i>				\$ 90,000
	Secondary IM Architect : (if requested insert name at Contract amendment)				Unknown Unknown
Stream 3: IM/IT Services 1.10. Technical Architect Level 3	Primary Technical Architect:				\$ 9,900
	Secondary Technical Architect (if requested insert name at Contract amendment)				Unknown Unknown

s.19(1)

B2.2 Option Period 1: (from April 1, 2017 to March 31, 2018)

s.20(1)(c)

During Option Period 1 the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources		Firm All Inclusive Per diem Rate	Estimated Level of Effort	Estimated Totals* (C = A x B)
Stream 3: IM/IT Services 1.5. IM Architect Level 3	Primary IM Architect : <i>Josh Turner</i>				\$ 198,000
	Secondary IM Architect : (if requested insert name at Contract amendment)				Unknown Unknown
Stream 3: IM/IT Services 1.10. Technical Architect Level 3	Primary Technical Architect:				\$ 18,000
	Secondary Technical Architect (if requested insert name at Contract amendment)				Unknown Unknown

s.19(1)

s.20(1)(c)

B2.3 Option Period 2: (from April 1, 2018 to March 31, 2019)

During Option Period 2 the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources		Firm All Inclusive Per diem Rate	Estimated Level of Effort	Estimated Totals* (C = A x B)
Stream 3: IM/IT Services II.5. IM Architect Level 3	Primary IM Architect :	Josh Turner			\$ 200,200
	Secondary IM Architect : (if requested insert name at Contract amendment)		Unknown		Unknown
Stream 3: IM/IT Services II.10. Technical Architect Level 3	Primary Technical Architect:				\$ 18,200
	Secondary Technical Architect (if requested insert name at Contract amendment)		Unknown		Unknown

* In Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

B2.4 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked and payment will be calculated in accordance with the following formula:

$$\text{Payment} = \frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours/day}}$$

All personnel (Contractor's resources) must be available to work outside normal JUS office hours (from Monday to Friday from 8:00 AM to 4:00 PM) during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to formula above.

ANNEX C : Security Requirements Check List (SRCL)

Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat

RFP # 10000 21575

Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A: CONTRACT INFORMATION / PARTIE A: INFORMATION CONTRACTUELLE																			
1. Originating Government, Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction																		
Ministère ou organisme gouvernemental d'origine	Information Solutions Branch																		
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant																		
<p>4. Brief Description of Work / Brève description du travail</p> <p>To get an analysis of data done across multiple data repositories in the Department of Justice Canada. The objective of this contract is to purchase through the "DCDF Additional Sales Program" a data migration tool as well as obtain basic partnering from the company that created the tool on how to market to our advantage. This will allow Justice to perform the required tests on a subset of its data repositories and provide a report of the electronic files that already exist in electronic format. The tool will identify duplicate documents, and facilitate the cleanup of electronic data within the department and assist in the migration of documents to the UW.</p>																			
<p>5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?</p> <p><input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui</p>																			
<p>5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?</p> <p><input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui</p>																			
<p>6. Indicate the type of access required / Indiquer le type d'accès requis</p> <p>6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?</p> <p><input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui</p> <p>(Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant la figure ci-dessous trouvée à la question 7. c)</p>																			
<p>6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé</p> <p><input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui</p>																			
<p>6. c) Is this a commercial courier and delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?</p> <p><input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui</p>																			
<p>7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès</p> <table border="1"> <tr> <td>Canada <input checked="" type="checkbox"/></td> <td>NATO / OTAN <input type="checkbox"/></td> <td>Foreign / Étranger <input type="checkbox"/></td> </tr> <tr> <td colspan="3"> <p>Release restrictions / Restrictions relatives à la diffusion</p> <table border="1"> <tr> <td>No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/></td> <td>All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/></td> <td>No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/></td> </tr> <tr> <td>Not releasable / À ne pas diffuser <input checked="" type="checkbox"/></td> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> </tr> <tr> <td>Restricted to / Limité à : <input type="checkbox"/></td> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> <td>Restricted to / Limité à : <input type="checkbox"/></td> </tr> <tr> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> <td></td> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> </tr> </table> </td> </tr> </table>		Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	<p>Release restrictions / Restrictions relatives à la diffusion</p> <table border="1"> <tr> <td>No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/></td> <td>All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/></td> <td>No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/></td> </tr> <tr> <td>Not releasable / À ne pas diffuser <input checked="" type="checkbox"/></td> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> </tr> <tr> <td>Restricted to / Limité à : <input type="checkbox"/></td> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> <td>Restricted to / Limité à : <input type="checkbox"/></td> </tr> <tr> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> <td></td> <td>Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/></td> </tr> </table>			No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	Not releasable / À ne pas diffuser <input checked="" type="checkbox"/>	Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/>	Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/>		Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/>
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Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/>		Specify country(ies) / Préciser le(s) pays : <input type="checkbox"/>																	

| 7. c) Level of information / Niveau d'information | | | | |--|---|---| | PROTECTED A PROTÉGÉ <input checked="" type="checkbox"/> | NATO UNCLASSIFIED / NCU CLASSIFIÉ <input type="checkbox"/> | PROTECTED A PROTÉGÉ A <input type="checkbox"/> | | PROTECTED B PROTÉGÉ <input type="checkbox"/> | NATO RESTRICTED / NDUISIION RESTRIE N <input type="checkbox"/> | PROTECTED B PROTÉGÉ B <input type="checkbox"/> | | PROTECTED C PROTÉGÉ CONFIDENTIEL <input checked="" type="checkbox"/> | CONFIDENTIAL / NCU CONFIDENTIEL NATO <input type="checkbox"/> | PROTECTED C PROTÉGÉ C <input type="checkbox"/> | | <input type="checkbox"/> | SECRET / NCU SECRET <input type="checkbox"/> | CONFIDENTIAL / NCU CONFIDENTIEL <input type="checkbox"/> | | SECRET <input type="checkbox"/> | COSMIC TOP SECRET / NCU COSMIC TRES SECRET <input type="checkbox"/> | SECRET <input type="checkbox"/> | | TOP SECRET / TRES SECRET <input type="checkbox"/> | <input type="checkbox"/> | TOP SECRET / TRES SECRET <input type="checkbox"/> | | TOP SECRET (SIGINT) / TRES SECRET (SIGINT) <input type="checkbox"/> | <input type="checkbox"/> | TOP SECRET (SIGINT) / TRES SECRET (SIGINT) <input type="checkbox"/> | | |

TBS/SCT 35C-103(2004/12)

Security Classification / Classification de sécurité

Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat	
RFP# 12000281515	
Security Classification / Classification de sécurité	

PARTIE A: CONTRAT / PARTIE A: CONTRACT													
<p>5. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?</p> <p>Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?</p> <p>If Yes, indicate the level of sensitivity:</p> <p>Dans l'affirmative, indiquer le niveau de sensibilité "Protected" "Top Secret" "Secret" "Confidential" "NATO Confidential" "NATO Secret" "Très Secret" "Cosmic Top Secret" "Cosmic Secret" "Cosmic Confidential" "Cosmic Secret" "Cosmic Très Secret".</p> <p>6. Will the supplier require access to extremely sensitive INFOSEC information or assets?</p> <p>Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?</p>													
<p>Short Title(s) or material / Titre(s) abrégé(s) du matériel :</p> <p>Document Number / Numéro du document :</p>													
<p>10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis</p> <table border="0"> <tr> <td><input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input checked="" type="checkbox"/> SECRET SECRÉT</td> <td><input type="checkbox"/> TOP SECRET TREY SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRÉT</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRÉT</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td></td> <td></td> <td></td> </tr> </table> <p>Special conditions: Commentaires spéciaux:</p> <p>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.</p>		<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRÉT	<input type="checkbox"/> TOP SECRET TREY SECRET	<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRÉT	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRÉT	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
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<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS													
<p>10. b) May unscreened personnel be used for portions of the work?</p> <p>Du personnel sans autorisation de sécurité pourra-t-il se voir confier des parties du travail?</p> <p>If Yes, will unscreened personnel be escorted?</p> <p>Dans l'affirmative, le personnel en question sera-t-il escorté?</p>													
<p>11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?</p> <p>Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?</p>													
<p>11. b) Will the supplier be required to safeguard COMSEC information or assets?</p> <p>Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?</p>													
<p>PRODUCTION</p>													
<p>11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?</p> <p>Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?</p>													
<p>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (IT)</p>													
<p>11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?</p> <p>Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?</p>													
<p>11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?</p> <p>Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?</p>													



Government
of Canada Gouvernement
du Canada

Contract Number / Numéro du contrat

RFP # 10000201515

Security Classification / Classification de sécurité

PARTIES CERNÉES DU CONTRAT / **PARTIES CONCERNÉES** (en ligne)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisis dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉE			CLASSIFIED CLASSIFIÉE			NATO			COMSEC		
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET TRES SECRET	TOP SECRET TRES SECRET	NATO RESTRICTED NATO DIFFUSION RESTRICTÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET TOP SECRET SECRET TRES SECRET	COMSEC PROTECTED PROTÉGÉ	CONFIDENTIAL CONFIDENTIEL	SECRET TRES SECRET
Manufacture / Assemblage / Remanufacture / Réparation / Production												
IT Assets / Succursale / IT Park / Lieu d'entreposage												

12. a) Is the description of the work contained within this SPCU PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVE/KS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No Yes Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SPCU be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVE/KS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No Yes Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government
of Canada Gouvernement
du Canada

Contract Number / Numéro du contrat:

RFP # 10000 R1515

Security Classification / Classification de sécurité

PART D AUTHORIZATION / PARTIE D'AUTORISATION

(3. Organization Project Authority / Chargé du projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Robert Seguin	Project Manager		
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
513 760 2829		robert.seguin@justice.gc.ca	January 26, 2016

(4. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Francine Beaudoin	Deputy DSO		
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date

(5. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No Yes
 Non Oui

(6. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
TRATIAN COONERTU	Senior Analyst and Contracting Officer		
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-246-4557		tratian.coonertu@justice.gc.ca	Oct 5, 2016

(7. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur	E-mail address - Adresse courriel	Date

ANNEX D : RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Department of Justice
Canada
Ministère de la Justice
Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B
Protected B

Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have the option to receive payments from the Department of Justice Canada (DOJ) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the DOJ's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.



Department of Justice
Canada
Ministère de la Justice
Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B
Protected B

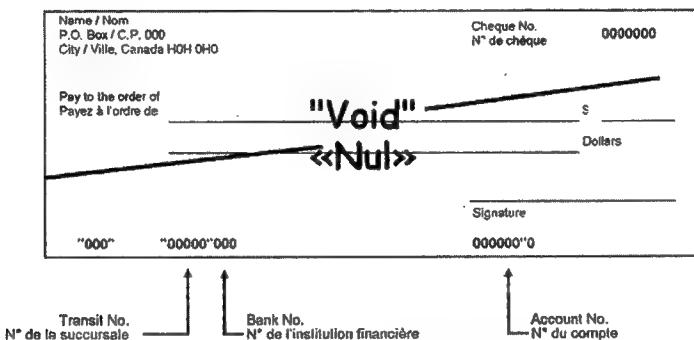
Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.



If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with original signature(s) to the following address:

Chief, Accounting Services
Room 1263, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Please write the following on the envelope: "To be opened by addressee only!"



Gouvernement du Canada

From - Dst
COCONETU, TRAJAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-946-4757
FAX:

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Clauses (1) and (2) below will form part of this.
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal Demande de proposition
 Contact
 Modification

Amendment

Unit(s) offerte(s) indiquée(s) herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is not included from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and any F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadien et la taxe d'accise pertinents compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont F.A.B. (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this.
Les clauses 1 et 2 ci-dessous font partie du document de :

Accounting Office Code
Code du bureau comptable
19402

Request No. - Demande
Ord. Off - Num. de demande
19402
Yr. An.
16
Ser. No. - N° de série
1680

Page 1 of 2

Inspection Agency - Charge de l'inspection

Consignee et destination unless specified herein.
Destinataire ou point de destination sauf si indiqué ci-dessus.

Direct inquiries to:
Adresser toutes demandes de renseignements à:
COCONETU, TRAJAN
613-946-4757

Destination
ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

Invoices - Original and 140 copies are to be sent to:
Factures - Originale et 140 copies sont à envoyer à:

ISB ADMINISTRATIVE SERVICES
DEPARTMENT OF JUSTICE CANADA
ATT: DANIELLE Y. JEAN (957-3762)
275 SPARKS ST ROOM 12006
OTTAWA ON K1A 0H8
CANADA

s.19(1)
s.20(1)(c)

1940261680

Amendment No. - N° de la modification

Previous Value - Valeur précédente

1 \$ 55,228.75

Inc./Decs. - Aug./Dim.
\$11,045.75-

Revised Value - Montant Révisé
\$ 44,183.00

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. EN578-055605/237/EI between the Vendor and the Crown, as Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série EN578-055605/237/EI sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No of Days N° de jours	Fees/Val Limit Taux/Val limite	GST% %TPS	GST Total/ Total TPS	Total
00010	<p>The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. Amendment 001: Is raised to reduce the days from Technical Writer Level 3: ***PO quantity changed*** ***Schedule lines changed***</p>	2016.11.28	2017.03.31	19402			13%	5,083.00	44,183.00

Solicitation closes - L'invitation à soumissionner prend fin le
At - À 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachment hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Siège social ou manufacture/point de vente ou service à être effectué.
Indiquer le siège de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - La

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux énumérés dans les présentes et dans tous autres documents ci-joints, au prix indiqué. Les réponses à une demande de proposition présentée par un fournisseur devraient contenir des détails de vente.

Point FOB - Point FAB

Pursuant to Section 32(1) of the Financial Administration Act, funds are available
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds

Available
Disponibles

For the Minister - Réserve au Ministre

Signature _____ Date _____

Name and address of Vendor - Nom et adresse du fournisseur

Nome et/ou titre de la personne autorisant le signature bancaire ou Vendor (Type or print)

DWP SOLUTIONS INC
101-340 LEGGET DR
KANATA ON K2K 1Y6
CANADA
Phone:

Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)

DEC/19/16

Telephone No. - N° de téléphone

Vendor No - N° du Fournisseur
133949
Fax No - N° de Télécopie
JUS 9206-11 (07/2006)

Your offer is accepted to the extent it specified herein.
Votre offre est acceptée aux conditions exposées dans les présentes.

You are requested to supply as indicated herein.
Nous vous demandons de fournir en ce qui est précis dans les présentes.

Return the signed copy forthwith.
Veuillez nous renvoyer immédiatement une copie signée.



Government of
Canada

Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	Amount Montant	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. Limite	GST % %TPS	GST Total Total TPS	Total
	<p>Financial Codes Codage financier 0130-19013-15-530006-3720 -4080 =====</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	39,100.00								

JUS 5200-11 (07/2008)

Requisition No - Demande
Ord. Off - Sur demande
19402 Yr - An. 16 Ser No - N° de série
1680

Page 2 of 2

000051



Department of Justice
Canada

Ministère de la Justice
Canada

Contract No.
1940261680

AMENDMENT 001

Is raised to reduce the number of days from [REDACTED]

In order to do so:

**s.19(1)
s.20(1)(c)**

DELETE :

6. PAYMENT

a. Basis of Payment

I. Professional Services

Estimated Cost: \$48,875.00

III. Applicable Taxes

Estimated Cost: \$6,353.75

AND REPLACE WITH:

6. PAYMENT

a. Basis of Payment

I. Professional Services

Estimated Cost: \$39,100.00

III. Applicable Taxes

Estimated Cost: \$5,083.00

AND

Delete Annex B on its entirety and replace with the following:

ANNEX B : Basis of Payment

B1 Basis of Payment - Professional Services

For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out below, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.



Estimated Cost: \$ 39,100.00.

B2 Professional FeesPrimary Resource

One *Primary Technical Writer* is required during the initial contract period and, should Canada extend the contract period, during subsequent contract option periods. For this primary resource, the firm all-inclusive per diem rates indicated below will apply.

Secondary Resource

One additional resource, a *Secondary Technical Writer*, of the same TBIPS stream, category and experience level as the corresponding primary resource, may be required on an as-and-when-requested basis at any time throughout the duration of the contract.

s.19(1)
s.20(1)(c)

If Canada requests the secondary resource, the firm all-inclusive per diem rates indicated for the primary resource, as indicated below, will apply.

B2.1 Initial Contract Period (from November 28, 2016 to March 31, 2017).

During the **Initial Contract Period** the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	(A) Firm All Inclusive Per diem Rate	(B) Estimated Level of Effort	(C) Estimated Totals* (C = A x B)
Stream 4: Business Services B.14 Technical Writer Level 3	Primary Technical Writer:			\$39,100.00
	Secondary Technical Writer: (if requested insert name and level of effort at Contract amendment)		Unknown	Unknown

B2.2 Option Period 1: (from April 1, 2017 to September 30, 2017)

During **Option Period 1** the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	(A) Firm All Inclusive Per diem Rate	(B) Estimated Level of Effort	(C) Estimated Totals* (C = A x B)
Stream 4: Business Services B.14 Technical Writer Level 3	Primary Technical Writer:			\$58,650.00
	Secondary Technical Writer: (if requested insert name and level of effort at Contract amendment)		Unknown	Unknown



Department of Justice
Canada

Ministère de la Justice
Canada

Contract No.
1940261680

s.19(1)

B2.3 Option Period 2: (from October 1, 2017 to March 31, 2018)

s.20(1)(c)

During Option Period 2 the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	(A) Firm All Inclusive Per diem Rate	(B) Estimated Level of Effort	(C) Estimated Totals* (C = A x B)
Stream 4: Business Services B.14 Technical Writer Level 3	Primary Technical Writer:			\$58,650.00
	Secondary Technical Writer: (if requested insert name and level of effort at Contract amendment)		Unknown	Unknown

* In Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

B2.4 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked and payment will be calculated in accordance with the following formula:

$$\text{Payment} = \frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours/day}}$$

All personnel (Contractor's resources) must be available to work outside normal JUS office hours (from **Monday to Friday from 8:00 AM to 4:00 PM**) during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to formula above.

All other terms and conditions remains unchanged.

*** END OF AMENDMENT 001 ***

Government of
Canada

Gouvernement du
Canada

From - Dem

COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613 301-9709
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and all FOB (including all delivery charges) destination(s) specified; even if municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise partout compris. La taxe sur les produits de services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent la taxe sur les marchandises et le transport et sont FOB (y compris tous les frais de livraison) et toutes les taxes provinciales dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. EN578-055605/237/EI, between the Vendor and the Crown, as Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre la fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série EN578-055605/237/EI sont incorporées dans les présentes.

s.19(1)

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Date of invitation - Date de l'invitation à soumissionner		Accounting Office Code Code du bureau comptable 19402	Requisition No. - Demande Ord. No - Bure. demand. Yr - An. Ser. No - N° de série 19402 16 1680	Page 1 of 2				
Clauses (1) and (2) below will form part of the Les clauses 1 et 2 ci-dessous font partie du document de		Inspection Agency - Chargé de l'inspection						
Request for proposal <input type="checkbox"/> Demande de proposition		Consignee et destination unless specified herein Destinataire au point de destination sauf si indiqué ci-dessus						
Contract <input checked="" type="checkbox"/> Contrat		Direct inquiries to Adresser toutes demandes de renseignements à COCONETU, TRAIAN 613-301-9709						
Amendment <input type="checkbox"/> Modification								
<p>All invoices, shipping bills and packing slips must include the number indicated in this box.</p> <p>Le numéro figurant dans cette case doit être indiqué dans toutes les factures, tous les documents d'expédition et tous les bordereaux d'expédition.</p> <p>1940261680</p> <table border="1"> <tr> <td>Amendment No. - N° de la modification</td> <td>Previous Value - Valeur précédente</td> </tr> <tr> <td>Inc./Decs - Aug./Dim.</td> <td>Revised Value - Montant Révisé</td> </tr> </table> <p>Invoices - Original and two copies are to be sent to Fournisseur - Remettre et envoyer l'original et deux copies à :</p> <p>ISB ADMINISTRATIVE SERVICES DEPARTMENT OF JUSTICE CANADA ATT: DANIELLE Y. JEAN (957-3762) 275 SPARKS ST ROOM 12006 OTTAWA ON K1A 0H8 CANADA</p>					Amendment No. - N° de la modification	Previous Value - Valeur précédente	Inc./Decs - Aug./Dim.	Revised Value - Montant Révisé
Amendment No. - N° de la modification	Previous Value - Valeur précédente							
Inc./Decs - Aug./Dim.	Revised Value - Montant Révisé							

The following documents form part of this Contract:

- 1) This document entitled Supply Arrangement Contract (page 1-2);
- 2) The Contract's clauses and annexes here attached (page 1 to 24);
- 3) The Supply Arrangement Number EN578-055605/237/EI, included all clauses terms and conditions;
- 4) The Request for Proposal (RFP) Number: 1000021680 entitled TBIPS requirement for one (1) Technical Writer Level 3 - eLitigation Modernization Project;
- 5) The Contractor's bid dated November 1, 2016.

General terms - L'invitation à soumissionner prend effet le 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out here in, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out herefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.		State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.	
On - Le				P.O.B. - Poste: FAB Destination	
Name and address of Vendor - Nom et adresse du fournisseur DNP SOLUTIONS INC 101-340 LEGGET DR KANATA ON K2K 1Y6 CANADA Phone:		Name and title of person authorized to sign on behalf of Vendor (type or print) Name: (In lettres recouvertes)		Pursuant to Section 32(1) of the Financial Administration Act, funds are available to the Minister (Article 32(1) de la loi sur la gestion des fonds publics des TPS) Total Estimated Cost Coût d'achat estimé \$ 55,228.75 For the Minister - Réserve au Ministre Signature: Date: 	
Vendor No. - N° du Fournisseur 133949 JUS 0105-11 (6758606)		Date Nov. 24 2016 Phone No. - N° de l'Étage Number of hours - Nombre d'heures		Your offer is accepted to the extent specified herein. Votre offre est acceptée aux conditions exposées dans les présentes.	
				You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.	
				Return the signed copy forthwith. Préparez de retourner immédiatement une copie délivrée signée.	

TABLE OF CONTENTS

I) CONTRACT CLAUSES:

- 1 REQUIREMENT
- 2 STANDARD CLAUSES AND CONDITIONS
- 3 SECURITY REQUIREMENT
- 4 CONTRACT PERIOD
- 5 AUTHORITIES
 - 1 PAYMENT
 - 2 INVOICING INSTRUCTIONS
- 8 CERTIFICATIONS
- 9 APPLICABLE LAWS
- 10 PRIORITY OF DOCUMENTS
- 11 FOREIGN NATIONALS (CANADIAN CONTRACTOR)
- 12 INSURANCE REQUIREMENTS
- 13 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY
- 14 SPECIFIC PERSONS
- 15 PROFESSIONAL SERVICES - GENERAL
- 16 SAFEGUARDING ELECTRONIC MEDIA
- 17 REPRESENTATIONS AND WARRANTIES
- 18 ACCESS TO CANADA'S PROPERTY AND FACILITIES
- 19 GOVERNMENT PROPERTY
- 20 IDENTIFICATION PROTOCOL RESPONSIBILITIES

II) LIST OF ANNEXES TO THE CONTRACT:

- Annex A: Statement of Work (SoW)
- Annex B: Basis of Payment
- Annex C: Security Requirements Check List (SRCL)
- Annex D: Recipient Electronic Payment Registration Request Form

CONTRACT CLAUSES

The following clauses apply to and form part of this contract resulting from the bid solicitation number 10000021680 entitled TBIPS requirement for one (1) Technical Writer Level 3 - eLitigation Modernization Project.

1 REQUIREMENT

- a. **DWP Solutions Inc.** (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. **Client(s)** : Under the Contract, the "Client" is the Department of Justice Canada (JUS).
- c. **Reorganization of Client** : The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms** : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.
- e. **Location of Services** : Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

a. General Conditions :

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.



6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

b. Supplemental General Conditions :

The following Supplemental General Conditions :

- i. 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

3 SECURITY REQUIREMENT

The Security Requirement Check List (SRCL and related clauses), as set out under Annex "B" to Part B to the Supply Arrangement, applies to the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # COMMON-PS-SRCL#6

1. The Contractor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. *Industrial Security Manual* (Latest Edition).

4 CONTRACT PERIOD

- a. **Contract Period :** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "Initial Contract Period", which begins on November 28, 2016 and ends on March 31, 2017; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

b. Option to Extend the Contract :

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional six-month periods under the same terms and conditions. The two option periods are as follows:

Option 1: April 1, 2017 to September 30, 2017.
Option 2: October 1, 2017 to March 31, 2018.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

5 AUTHORITIES

a. Contracting Authority

The Contracting Authority for the Contract is:

Name: Traian Coconetu
Title: Senior Contracting Officer
Organization : Justice Canada
Address : 284 Wellington Street, Ottawa, Ontario, K1A 0H8
E-mail address : traian.coconetu@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Technical Authority

The Technical Authority for the Contract is:

Name : Alexandre Cormier
Title : Manager, National Litigation Support Services
Organization : Justice Canada
Address : Constitution Square, 360 Albert Street, Ottawa, Ontario, K1A 0H8
Telephone : 613-698-6267
E-mail address : alexandre.cormier@justice.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

INSPECTION AND ACCEPTANCE

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

c. Contractor's Representative

The Contractor's Representative for the Contract is:

Name : Gloria Higdon
Title : Senior Account Executive
Organization : DWP Solution Inc, (a Calian Ltd Company)
Address : 101-340 Legget Dr, Ottawa Ontario, K2K 1Y6
Telephone : 613-599-8600 ext 207
Cell: s.19(1)
E-mail address: g.higdon@calian.com

6 PAYMENT

a. Basis of Payment

I. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex B - Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated cost: \$ 48,875.00. *\$39,100.00*

II. Pre-Authorized Travel and Living Expenses :

Canada will not pay any travel or living expenses associated with performing the Work.

III. Applicable Taxes:

Estimated cost: \$ 6,353.75. *= 5,083.00*

IV. **Competitive Award :** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

V. **Professional Services Rates :** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

VI. **Purpose of Estimates :** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. **Limitation of Expenditure** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceed before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- It is 75 percent committed, or
- 4 months before the Contract expiry date, or
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

c. **Monthly Payment** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

d. **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

e. **Payment Credits**

i. **Failure to Provide Resource:**

- A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- B. **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any twelve-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- C. **Termination for Failure to Meet Minimum Availability Level :** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 3 months' written notice of its intent, if any of the following apply :
 1. the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
 2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period :** The Parties agree that the credits apply throughout the Contract Period.
- iii. **Credits represent Liquidated Damages :** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- iv. **Canada's Right to Obtain Payment :** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited :** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights :** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

f. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

g. Payment by Direct Deposit

- i. Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2016-04-04) forming part of this Contract.
- ii. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.
- iii. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under (Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2016-04-04) forming part of this Contract will not apply, until the Contractor corrects the matter.

7 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original and two copies of each invoice to the Technical Authority at the following e-mail address: Admin.Services-ISB@justice.gc.ca
- e. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

8 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

9 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province Ontario.

10 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :

- i. 4006 (2010-08-16) , Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2016-04-04);
- d. Annex A, Statement of Work
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Supply Arrangement Number EN578-055605/237/EI (the "Supply Arrangement")
- h. The Contractor's bid dated November 1, 2016.

i.

11 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) (*insert date*) Foreign Nationals (Canadian Contractor)

12 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

13 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.

v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :

- any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.

vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

c. **Third Party Claims :**

- Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

14 **SPECIFIC PERSONS**

The Contractor must provide the services of the following individual to perform the Work as stated in Annex A - Statement of Work:

s.19(1)

TBIPS Stream, Category and Experience Level	Primary Resource	
Stream 4: Business Services B.14 Technical Writer Level 3	Primary Technical Writer:	

Should an additional (Secondary) Resource of the same category and level be specified in a valid issued Request for Additional Resources, the additional (Secondary) Resource will be subject, for the duration of the Request for Additional Resources, to the same terms and conditions as those that apply to the Primary Resource.

15 **PROFESSIONAL SERVICES - GENERAL**

- The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must

submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

(C) In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - (a) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (b) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - (a) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - (b) assess the information provided under (C) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (a) above, or require another replacement in accordance with this sub article (C).
- (iii) Where an Excusable Delay applies, Canada may require (c) (ii) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

16 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

17 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage

the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

18 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

19 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed below (the "Government Property"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

- (i) Accounts on computer network
- (ii) Workstation
- (iii) Access to printer, fax machine and photocopier
- (iv) ID card allowing access to building and floor
- (v) Reference material, as needed

20 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A : Statement of Work (SoW)

1 TITLE

TBIPS requirement for one (1) Technical Writer Level 3 for the eLitigation Modernization Project

2 OBJECTIVE

The objective is to source and deliver Litigation Technologies to meet the Litigation Branch functions.

3 BACKGROUND STATEMENT

In 2002, the Department of Justice Canada (JUS) tendered a Request for Proposals (RFP) that led to the procurement of Ringtail, a legal document review platform that has since been the standard document review platform for JUS. Since 2002, there has been significant evolution in eDiscovery and other litigation technology and JUS has kept pace and piloted several eLitigation tools in support of various areas of the eDiscovery Reference Model (EDRM) for tasks ranging from document collection to presentation of documents at trial. JUS is now re-evaluating its requirements for eLitigation, applying those requirements to its current toolset and surveying alternatives. Under the project, JUS will develop and implement a plan to modernize its eLitigation tools accordingly and develop a sourcing strategy for the acquisition of these tools.

The sourcing strategy involves issuing a Request for Information (RFI) in FY 2016-2017 to solicit input from industry on how the Department of Justice Canada can modernize its eLitigation tools. Using input from this process, a Request for Proposal (RFP) is anticipated to be released in the following fiscal year to contract for the departmental eLitigation Tools and later implementation of these tools in the JUS environment.

4 TERMINOLOGY

Acronym	Definition
IM/IT	Information Management / Information Technology
eDiscovery	Is the identification, preservation, collection, preparation, review and production of electronically stored information (ESI) associated with legal, regulatory and other investigative proceedings
EDRM	eDiscovery Reference Model
eLitigation	Automated tools that will meet the Litigation Branch functions.
eLitigation tools	Tools that are used in the preparation of a litigation case. The following is a sample of such tools: Ringtail, Pinpoint Harvester, Microsoft Access, Robocopy.
JUS	Department of Justice Canada
RFP	Request for Proposal
RFI	Request for Information

5 REQUIREMENT DESCRIPTION

Working under the guidance of the project manager, business analyst and the project team, the Technical Writer will be responsible to draft various documents related to project documentation, business and technical requirements, procurement documentation and other documents in context of the eLitigation Tools Modernization project.

The Resource Category described below are required on an as and when requested basis at Contract award date in accordance Annex "A" of the TBIPS RFSA

Stream	Category	Experience Level	Number of Resources Required*
Stream 4: Business Services	B.14. Technical Writer	Level 3	1*

* Note:

Primary Resource

One Technical Writer is required during the initial contract period and, should Canada extend the contract period, during subsequent contract option periods.

Secondary Resource

One additional resource, a Secondary Technical Writer of the same TBIPS stream, category and experience level as the corresponding primary resource, may be required on an as-and-when-requested basis at any time throughout the duration of the contract (the initial contract period and, should Canada extend the contract period, during subsequent contract option periods).

The secondary resource being required is only a potential situation, therefore it is not to be considered as a contractual guarantee.

5.1 Tasks

The tasks under this contract include but are not limited to :

- Drafting work on the business requirements, functional requirements and other technical requirements in collaboration with the business and technical team.
- Drafting project management documentation and presentations in collaboration with the project manager.
- Drafting procurement documentation such as RFI and RFP (including Statement of Work, Evaluation Criteria, etc).
- Drafting/updating departmental web and email communications related to the project.
- Reviewing and drafting technical and business team processes documentation and service catalogue.

6 Deliverable and Acceptance Criteria

The Technical Writer under this contract will be responsible to contribute small to large components of the various deliverable as stated in the above section 5.1. The following is a list of deliverables but will not be limited to:

- Business Requirements Document which includes the business, functional and technical requirements Due Dec. 2018 and business needs – Due Feb. 2017
- Project Management Plan which may include Implementation, Communication and Training Plans – Draft Dec 2017
- RFI Draft Dec 2016, Final March 2017 and RFP Draft May 2018 Final June 2018 which will include a Statement of Work and Evaluation Grids respectively.
- Status reporting through various methods such as web content and emails/presentations to stakeholders – on going
- IT technical documents such as process documents and service catalogue updates. Draft- Dec 2019 Final March 2020.

The above deliverables will be based on the JUS IT and Project Management Office standards and templates for projects. The timelines for the above deliverables are based on the project schedule and may vary as the project involves.

All above deliverable items under the Contract are subject to inspection by the Technical Authority or representative. Should any deliverable not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Technical Authority, as submitted, the Technical Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7 Support provided by Canada

The Technical Writer will be provided with:

- Access to resources and information required to provide support as defined within this SOW;
- On-site office space with furniture, a PC or laptop with the standard JUS software.

7.1 Travel

There is no travel associated with this requirement.

8 Language Requirements

The Technical Writer must provide all deliverables in English at or above the English proficiency levels indicated in the English proficiency table below.

English proficiency:	Level
Oral Proficiency	5 - Educated Native Proficiency
Reading Proficiency	5 - Educated Native Proficiency
Writing Proficiency	5 - Educated Native Proficiency

The descriptions associated with the language proficiency levels can be found at the following website:
http://www.international.gc.ca/ifax-iaeci/test_levels-niveaux.aspx?lang=eng

9 Location of service delivery

The Work will be conducted on-site, on Department of Justice Canada's premise, at 360 Albert, Ottawa, ON. There will also be a requirement to attend meetings at other JUS locations within the vicinity of 360 Albert in downtown Ottawa.

10 Constraints

Because the nature of the work requires clause ongoing interaction with JUS staff the Technical Writer must be available during standard JUS working hours (8:00 AM to 4:00 PM, Monday to Friday, for a total of 37.5 hours per week excluding statutory and government holidays).

The Technical Writer may be requested and must be available, to work outside of standard working hours, including weekends.

ANNEX B : Basis of Payment

B1 Basis of Payment - Professional Services

For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out below, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: **\$ 48,875.00**.

B2 Professional Fees

Primary Resource

One *Primary Technical Writer* is required during the initial contract period and, should Canada extend the contract period, during subsequent contract option periods. For this primary resource, the firm all-inclusive per diem rates indicated below will apply.

Secondary Resource

One additional resource, a *Secondary Technical Writer*, of the same TBIPS stream, category and experience level as the corresponding primary resource, may be required on an as-and-when-requested basis at any time throughout the duration of the contract.

If Canada requests the secondary resource, the firm all-inclusive per diem rates indicated for the primary resource, as indicated below, will apply.

B2.1 Initial Contract Period (from November 28, 2016 to March 31, 2017).

During the Initial Contract Period the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	(A) Firm All Inclusive Per diem Rate	(B) Estimated Level of Effort	(C) Estimated Totals* (C = A x B)
Stream 4: Business Services B.14 Technical Writer Level 3	Primary Technical Writer:			\$48,875.00
	Secondary Technical Writer: (if requested <i>insert name and level of effort at Contract amendment</i>)		Unknown	Unknown

B2.2 Option Period 1: (from April 1, 2017 to September 30, 2017)

During Option Period 1 the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	(A) Firm All Inclusive Per diem Rate	(B) Estimated Level of Effort	(C) Estimated Totals* (C = A x B)
Stream 4: Business Services B.14 Technical Writer Level 3	Primary Technical Writer:			\$58,650.00
	Secondary Technical Writer: (if requested <i>insert name and level of effort at Contract amendment</i>)		Unknown	Unknown

s.19(1)

s.20(1)(c)

B2.3 Option Period 2: (from October 1, 2017 to March 31, 2018)

s.19(1)

s.20(1)(c)

During Option Period 2 the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	(A) Firm All Inclusive Per diem Rate	(B) Estimated Level of Effort	(C) Estimated Totals* (C = A x B)
Stream 4: Business Services B.14 Technical Writer Level 3	Primary Technical Writer:			\$58,650.00
	Secondary Technical Writer: (if requested insert name and level of effort at Contract amendment)		Unknown	Unknown

In Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

B2.4 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked and payment will be calculated in accordance with the following formula:

$$\text{Payment} = \frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours/day}}$$

All personnel (Contractor's resources) must be available to work outside normal JUS office hours (from Monday to Friday from 8:00 AM to 4:00 PM) during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to formula above.

ANNEX C : Security Requirements Check List (SRCL)



Contract Number / Numéro du contrat

Contract PG-SPC-L08

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVER)

PART A - CONTRACT INFORMATION / PARTIE A: INFORMATION CONCERNANT LE CONTRAT																																											
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction d'acquisition																																										
Ministry of Government Services / Ministère des Services du gouvernement	Acquisitions Branch																																										
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant																																										
4. Brief Description of Work / Brève description du travail																																											
Professional Services - Consulting Offers and Supply Arrangements																																											
<p>5. a) Will the supplier require access to Controlled Goods?</p> <p>Le fournisseur aura-t-il accès à des marchandises contrôlées?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui</p>																																											
<p>5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?</p> <p>Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont sujettes aux dispositions de la Réglementation sur la sécurité des données techniques?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui</p>																																											
<p>5. c) Indicate the type of access required / Indiquer le type d'accès requis</p> <p>6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?</p> <p>Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Non <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Oui</p>																																											
<p>6. b) Will the supplier and its employees require access to restricted areas?</p> <p>Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'extraction) auront-ils accès à des zones d'accès restreintes? L'accès à des parkings et/ou des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui</p>																																											
<p>6. c) Is the firm a commercial courier or delivery requirement with no overnight storage?</p> <p>Et a-t-elle un contrat de transporteur ou de livraison commerciale dans le transport de nuit?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Yes <input type="checkbox"/> Oui</p>																																											
<p>7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information que le fournisseur devra avoir accès</p> <table border="1"> <tr> <td>Canada <input checked="" type="checkbox"/></td> <td>NATO / OTAN <input type="checkbox"/></td> <td>Foreign / Étranger <input type="checkbox"/></td> </tr> <tr> <td colspan="3"> <p>7. b) Release restrictions / Restraints relatives à la diffusion</p> <table border="1"> <tr> <td>No release restrictions / Aucune restriction relative à la diffusion</td> <td>NATO countries / Tous les pays de l'OTAN <input type="checkbox"/></td> <td>Non-restrictive / Aucune restriction relative à la diffusion</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Not releasable / A ne pas diffuser</td> <td><input type="checkbox"/></td> <td>Restricted to / Limite à <input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> 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TSISGCT 300-105(2)04/12

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Gouvernement
du Canada

Contract Number / Numéro du contrat

Contract P3-6RCLNS

Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) // PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC dénigés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité.

No Non Yes
Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No Non Yes
Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

RELIABILITY STATUS
COTE DE FIABILITÉ

CONFIDENTIAL
CONFIDENTIEL

SECRET
SECRÈT

TOP SECRET
TRÈS SECRET

TOP SECRET - SIGINT
TRÈS SECRET - SIGINT

NATO CONFIDENTIAL
NATO CONFIDENTIEL

NATO SECRET
NATO SECRÈT

COSMIC TOP SECRET
COSMIC TRÈS SECRET

SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?

Do personnel sans autorisation nécessaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No Non Yes
Oui

No Non Yes
Oui

PART C SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur aura-t-il lieu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No Non Yes
Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur aura-t-il tenu de protéger des renseignements ou des biens COMSEC?

No Non Yes
Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No Non Yes
Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No Non Yes
Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposeront-ils d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No Non Yes
Oui

TE379CT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED

Canada



Government of Canada · Gouvernement du Canada

Contract Number / Numéro du contrat		
Common PS SRC/L6		
Security Classification / Classification de sécurité		

PART D - (continued) / PARTIE C - (suite)

For users completing the form manually (use the summary chart below to indicate the category(ies) and level(s) of protection required at the supplier's site(s) or premises).
Pour les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de protection requise aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO			COMSEC		
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET	NATO CONFIDENTIAL	NATO CONFIDENTIAL	NATO SECRET	CONFIDENTIAL TOP SECRET TRES SECRET	SECRET	TOP SECRET TRES SECRET
Evaluation / Avis												
Documentation / Document												
1) Model / Modèle												
2) Design / Conception												
3) Test / Test												
4) Manufacturing / Fabrication												

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

Le descriptif du travail écrit par la présente LVERS est-il de nature PROTÉGÉE et/ou CLASSIFIÉE?

No Non Yes Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

Le documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No Non Yes Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED



Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat

Common PS SRC/US

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Charge de projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Contracted Professional Services System, CPSS	Professional Services - Methods of Supply	<i>Rebecca Forman</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télecopieur	E-mail address - Adresse courriel
000-000-0000	000-000-0000	SSPC-CPSS@psgc-psgc.gc.ca
		Date
		2013/03/13

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Charron, Annick	SO	<i>Annick Charron</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télecopieur	E-mail address - Adresse courriel
613-650-0815	613-651-1448	annick.charron@psgc-psgc.gc.ca
		Date
		2013/03/20, 2013

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No
 Non
 Yes
 Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télecopieur	E-mail address - Adresse courriel

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
		<i>Jacques Seumur</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télecopieur	E-mail address - Adresse courriel
		Date
		27 - MARCH - 2012

Jacques Seumur
Contract Security Officer, Contract Security Division
Jacques.Seumur@psgc-psgc.gc.ca
Tél/Télé - 613-648-1732 / Fax/Télé - 613-954-4171

TBS/ACT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

ANNEX D :RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Department of Justice
Canada

Ministère de la Justice
Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B
Protected B

Guideline on Completing the Recipient Electronic Payment Registration Request Form

INTRODUCTION

Recipients now have the option to receive payments from the Department of Justice Canada (DOJ) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the DOJ's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.



Department of Justice
Ministère de la Justice
Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BENEFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B
Protected B

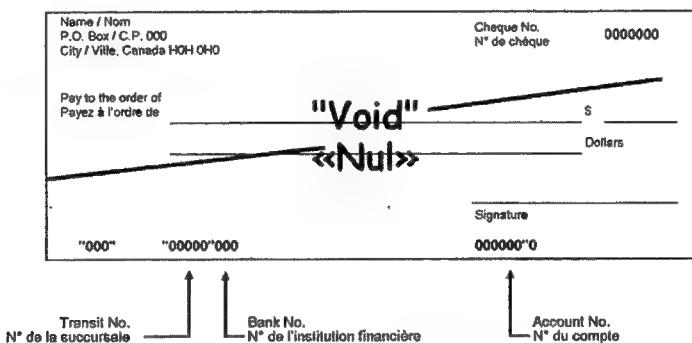
Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.



If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with original signature(s) to the following address:

Chief, Accounting Services
Room 1263, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Please write the following on the envelope: "To be opened by addressee only".



Department of Justice
Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B
Protected B

Your personal information are requested and compiled by the Department of Justice Canada for the purpose of administering the electronic payment program. The information is mandatory in the case where a Recipient decides to participate in the program. This information will be protected and used in conformity with the *Privacy Act*. Under the *Privacy Act*, each Recipient has access to their personal information and has the right to demand any modification. These information will be maintained by the Department of Justice.

IMPORTANT

- Must be a Canadian recipient holding a bank account in Canadian \$.
- For Electronic Data Interchange (EDI), compliancy must be confirmed by your financial institution and you may be charged EDI service fees.
- Note that Direct Deposit payments carry no stub information

1 - TYPE OF REQUEST

New request ► Direct Deposit (DD) Electronic Data Interchange (EDI)

Change ► to banking information (provide a new blank cheque)
 from Direct Deposit (DD) to from Electronic Data Interchange (EDI) to
Electronic Data Interchange (EDI) Direct Deposit (DD)

Cancel electronic payment and revert to cheques

2 - RECIPIENT INFORMATION AND AUTHORIZATION

Name of Organization or Name of Individual (recipient)

Address	Name of Payment Contact (please print)	
City	Telephone	Fax
Province	Postal Code	E-mail for Payment Notifications (please print)
Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (please print)		Telephone

I, as an authorized representative of the above mentioned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice.

Signature

Date

Signature

3 - BANKING INFORMATION

Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information.

1 Branch Number (transit) 2 Financial Institution Number 4 Name(s) of Account Holder(s)

2 3 4

If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below.

5 Financial Institution Name, Address and Telephone Number 7 Financial Institution Stamp

6 Signature of Financial Institution Representative

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

PROCESSED BY ► Name (please print) Vendor Code

Signature Date

VERIFIED BY ► Name (please print) Signature

Payment Method Changed

JUS 778e-4 (2012/12) p. 3

Date

Canada

s.19(1)

s.20(1)(c)



Gouvernement du Canada

From - Dated

MORONES, OLIVER
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
264 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-952-3689
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit price. GST is included in the total estimated cost. Prices include packing, packaging and all F.O.B. (excluding all delivery charges) destination(s) specified herein; municipal taxes are not applicable for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadienne et la taxe d'excise pertinente compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est, en outre, la TPS est comprise dans le total estimé. Les prix comprennent tous les droits de douane et les taxes d'excise pertinentes (sauf celles de destination) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliqueront pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. EN578-055605/412/EI between the Vendor and the Crown, as Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série EN578-055605/412/EI sont incorporées dans les présentes.

Item Article	Description	From - Dated Y.A.M.D.J	To - Dated Y.A.M.D.J	Consignee Code Code consignataire	No of Days N° de jours	Fees Net, Ligne Tax/Val. brutes	GST% %TPS	GST Total Total TPS	Total
00010	<p>The following line items shown in bold are now or changed. Les articles en caractères gras sont les articles modifiés. And 002 is raised to replace for [REDACTED] days [REDACTED] and; To change the days for [REDACTED] Business Analyst L3: [REDACTED]</p>	2016.11.07	2017.03.31	19308			13%	7,985.25	69,410.25
Specification clauses - L'indication à soumissionner prend fin le 00:00:00		The Vendor agrees and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplier and/or services listed herein and in any attached sheets at the price(s) set out therein. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.							
On - Le		Le fournisseur offre et connaît de vendre au Ministre, aux conditions stipulées dans les présentes et dans toute autre offre présentée, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.							
Name and address of Vendor - Nom et adresse du fournisseur		<p>EMERION 200-368 DALHOUSIE ST OTTAWA ON K1N 7G3 CANADA Phone: 613-241-0222</p> <p>Name and title of person authorized to sign on behalf of Vendor (Type or print) Nom et titre de la personne autorisée à signer au nom du Fournisseur (Type ou imprimer)</p> <p>Dec 27, 16</p>							
Vendor No - N° du Fournisseur		<p>Your offer is accepted to the extent specified herein. Votre offre est acceptée dans les termes indiqués dans les présentes.</p> <p>You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.</p> <p>Return the signed copy forthwith. Préparez de retourner immédiatement une copie signée.</p> <p>The Vendor has Le fournisseur a</p>							
Fax No - N° de Télecopie		<p>Total Estimated Cost Coût global estimatif \$216,045.83</p> <p>PK ON FILE 1000021352 Signature Date For the Minister - Remis à la Ministre ALAN O. BOSCH C.L.</p>							
JUS 9200-11 (7/2006)									

s.19(1)

s.20(1)(c)

Item Article	Description	Supply Arrangement Solicitation/Contract Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats							
		From - De Y-AMD-J	To - À Y-AMD-J	Consignee Code Code consignataire	No of Days N° de jours	Fees /Val. Unit Taux/Val. unité	GST/H %TPS	GST Total Total TPS	Total
00020-	***Description changed*** ***PO quantity changed*** ***Schedule lines changed*** Quality Assurance Spec.12:	2016.11.07	2017.03.31	19308			13%	9,269.00	80,569.00
00030	Quality Assurance Specialist: ***** ***Description changed*** ***PO quantity changed*** ***Schedule lines changed*** Financial Codes Codage financier: 0130-19015-15-502306-3720 -4070 The currency of this P.O. is - La devise de ce bon est : CAD	2016.11.07	2017.03.31	19308			13%	7,600.58	66,066.58
<hr/> <p>JUS 6200-11 (07/2006)</p>									
<p>Requisition No. - Demande N° Ord. No. - Ord. demand. N° - N° de réf. 19308 16 1352</p>									
<p>Page 2 of 2</p>									



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition No. – Nº de la demande
19130861352 – Amend. 002

Amendment 002 is raised to replace [REDACTED] days at a per diem rate of [REDACTED] and to change the days for [REDACTED]

In order to do so:

DELETE: 6. Payment – a. Basis of payment:

I. Professional Services estimated cost: \$229,970.00 and;

III. Applicable taxes estimated cost: \$ 29,896.10

s.19(1)

s.20(1)(c)

REPLACE:

6. Payment – a. Basis of payment:

I. Professional Services estimated cost: \$191,191.00 and;

III. Applicable taxes estimated cost: \$ 24, 854.83

ALSO

DELETE: Annex B on its entirety:

REPLACE: With updated Annex B Basis of Payment

AND

DELETE: Clause 14 Specific Persons on its entirety

REPLACE: With updated Clause 14 Specific Persons (adding the new resource from company Emerion [REDACTED])

TBIPS Stream, Category and Experience Level	Resources	
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst:	[REDACTED]
	Secondary Business Analyst (if requested)	[REDACTED]
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst:	[REDACTED]
	Secondary QA Specialist/Analyst	[REDACTED]

**ANNEX B: Basis of Payment****B1 Basis of Payment - Professional Services**

For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out below, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: **\$191,191.00**

B2 Professional Fees**Primary Resources**

One *Primary Business Analyst* and one *Primary Quality Assurance (QA) Specialist/Analyst* are required during the initial contract period and, should Canada extend the contract period, during subsequent contract option periods. For these primary resources the firm all-inclusive per diem rates indicated below will apply.

Secondary Resources

One additional resource for each category, a *Secondary Business Analyst* and a *Secondary Quality Assurance (QA) Specialist/Analyst*, of the same TBIPS streams, categories and experience level as the corresponding primary resources, may be required on an as-and-when-requested basis at any time throughout the duration of the contract.

If Canada requests either or both of these secondary resources, the firm all-inclusive per diem rates indicated for the corresponding primary resource of the same category and level, as indicated below, will apply.

B2.1 Initial Contract Period (from November 7, 2016 to March 31, 2017)

During the Initial Contract Period the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources		Firm All Inclusive Per diem Rate
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst:		
	Secondary Business Analyst (if requested)		
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst:		
	Secondary QA Specialist/Analyst		

s.19(1)

B2.2 Option Period 1: (from April 1, 2017 to March 31, 2018)

s.20(1)(c)

TBIPS Stream, Category and Experience Level	Resources		Firm All Inclusive Per diem Rate
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst:		
	Secondary Business Analyst (if requested)		
	Primary QA Specialist/Analyst:		



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition No. – N° de la demande
19130861352 – Amend. 002

Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Secondary QA Specialist/Analyst		
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During Option Period 1 the following firm all-inclusive per diem rates apply:

s.19(1)

s.20(1)(c)

B2.3 Option Period 2: (from April 1, 2018 to March 31, 2019)

During Option Period 2 the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources		Firm All Inclusive Per diem Rate
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst:		
	Secondary Business Analyst (if requested)		
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst:		
	Secondary QA Specialist/Analyst:		

B2.4 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked and payment will be calculated in accordance with the following formula:

$$\text{Payment} = \frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours/day}}$$

All personnel (Contractor's resources) must be available to work outside normal JUS office hours (from Monday to Friday from 8:00 AM to 4:00 PM) during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to formula above.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



Gouvernement du Canada

From - Rec
COCONETU, TRAJAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H6
CANADA
PHONE: 613-946-4757
FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is due as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and all F.O.B. (including all carriage charges) destination(s) specified herein. National taxes are not applicable for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes ou la partie de la Couronne, tous les prix seront en monnaie canadienne, les droits et taxes canadiens et les taxes et autres paiements compris. Le taux sur les produits et services (TPS) n'est pas compris dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les taxes de conditionnement et toute FAB (y compris tous les frais de transport) aux destinataires et autres que dans les présentes. Les taxes provinciales ne s'appliquent pas, sauf ce qui concerne les taxes provinciales, voir l'Arrangement d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. EN578-055605/412/EI between the Vendor and the Crown, as Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement d'approvisionnement d'ASC, intervenant entre le fournisseur et la Couronne, représentée par le Ministre de l'Énergie, du Climat et des Services Gouvernementaux Canada, et portant le numéro de série EN578-055605/412/EI sont incorporées dans les présentes.

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux Invitations à soumissionner et aux contrats

Date of solicitation - Date de l'invitation à soumissionner		Request Order No - Demande	Page 1 of 2
Clauses 1) and 2) below will form part of this Les clauses 1) et 2) ci-dessous font partie du document ci-dessous		Ord. Ord - Bureaum 19308 16 1352	Inspector/Agency - Chargé de l'inspection
Request for proposal	<input type="checkbox"/> Demande de proposition	Contract	Contracté au point d'émission ou d'émission dans lequel il est mentionné
Contract	<input type="checkbox"/>	Amendment	<input checked="" type="checkbox"/> Modification
AMENDMENT NO 19308-014 MODIFICATIONS		Invoices - Des factures et des documents émis au 19308-1352	
1		Previous Value - Valeur précédente \$197,354.00	ISSB CIO'S OFFICE DEPARTMENT OF JUSTICE CANADA ATT: CANDICE MACLENNAN 343-938-1644 275 SPARKS ST ROOM 11072 OTTAWA ON K1A 0H6 CANADA
Inc/Dates - Date d'émission \$72,512.10		Revised Value - Nouvelle valeur \$259,866.10	

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is due as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and all F.O.B. (including all carriage charges) destination(s) specified herein. National taxes are not applicable for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes ou la partie de la Couronne, tous les prix seront en monnaie canadienne, les droits et taxes canadiens et les taxes et autres paiements compris. Le taux sur les produits et services (TPS) n'est pas compris dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimé. Les prix comprennent les taxes de conditionnement et toute FAB (y compris tous les frais de transport) aux destinataires et autres que dans les présentes. Les taxes provinciales ne s'appliquent pas, sauf ce qui concerne les taxes provinciales, voir l'Arrangement d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and Conditions set out in SSC Supply Arrangement Serial No. EN578-055605/412/EI between the Vendor and the Crown, as Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement d'approvisionnement d'ASC, intervenant entre le fournisseur et la Couronne, représentée par le Ministre de l'Énergie, du Climat et des Services Gouvernementaux Canada, et portant le numéro de série EN578-055605/412/EI sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - À Y-A-M-D-J	Contractor Code Code contractant	No. of Days N° de jours	Fees/Val-Tax Frais/Val. taxes	GST/HST GST/HST	GST Total Total HST	Total
	The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. Amend 001 is raised to create a new line for an additional Quality Assurance resource for 100 days at a per diem rate of 134								
00010	Business Analyst L3: Tatiana Zamachnaya	2016.11.07	2017.03.31	19308	134	32,265.00	106,785.00		

3. Description clauses - Description à l'invitation à soumissionner prend fin le
At - À 100,000.00

On - En

Name and address of Vendor - Nom et adresse du fournisseur

EMERION
200-368 DALHOUSIE ST
OTTAWA ON K1N 7G3
CANADA

Phone: 613-241-0222

Vendor No - N° du fournisseur
141993

Particulars - N° de l'artefact
613-241-0222

JUS 3103-11 (07/2006)

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto the supplies and/or services listed herein and on any attached schedule(s) to the contract(s) set out therein. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joint, les biens ou services, ou les deux, énumérés dans les tableaux et/ou tout autre document joint aux présentes, ou du prix indiqué. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées une offre à vendre.

Name and title of person authorized to sign on behalf of Vendor (Type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres majuscules)

Date - Date
Nov 30, 16 613-241-0222

Telephone No - N° de téléphone
\$259,866.10

Signature - Signature
Signature

Your offer is accepted to the extent specified herein.
Votre offre est acceptée aux conditions spécifiées dans les présentes.

You are required to supply as indicated herein.
Vous êtes demandé de fournir ce qui est précisé dans les présentes.

Please sign the signed copy forward.
Pourriez-vous retourner immédiatement la copie signée ci-dessous.

For Vendor - Fournisseur
Signature - Signature
Signature

For Contractor - Fournisseur au Ministre
Signature - Signature
Signature

s.19(1)
s.20(1)(c)

s.19(1)

s.20(1)(c)



Gouvernement du
Canada

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - On Y/M/D/J	To - À Y/M/D/J	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Unit Value Taux/Unité, taux	GST% TVA/P%	GST Total Total TPS	Total
00020	Quality Assurance Spec. 62: [REDACTED]	2016.11.07	2017.03.31	19308			13%	5,269.00	60,569.00
00030	Quality Assurance Specialist ***** ***Schedule lines changed*** ***New Item*** Financial Codes Codes financiers 0130-19013-15-502300-1720 -4070 ***** The currency of this P.O. is - La devise de ce bon est : CAD	2016.11.07	2017.03.31	19308			13%	8,342.10	72,512.10

JUS 9200-11 (07/2006)

Requisition # - Demande
Ord. No - Ex. numero. Yr - Ann. Ser. No - N° de séri
19308 16 1352

Page 2 of 2

000086



Department of Justice
Canada

Ministère de la Justice
Canada

Requisition No. – Nº de la demande
19130861352 – Amend. 001

Amendment 001 is raised to create a new line for an additional Quality Assurance resource for [REDACTED]
at a per diem rate of [REDACTED]

DELETE: 6. Payment – a. Basis of payment:

- I. Professional Services estimated cost: 165,800.00, and;
- III. Applicable taxes estimated cost: \$21,554.00; and

REPLACE:

6. Payment – a. Basis of payment:

- I. Professional Services estimated cost: \$229,970.00 and;
- III. Applicable taxes estimated cost: \$ 29,896.10

s.19(1)

s.20(1)(c)

ALSO

DELETE: Annex B on its entirety:

REPLACE: With updated Annex B Basis of Payment

AND

DELETE: Clause 14 Specific Persons on its entirety

REPLACE: With updated Clause 14 Specific Persons (adding the new resource from company Emerion
[REDACTED])

TBIPS Stream, Category and Experience Level	Resources		
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst:	[REDACTED]	
	Secondary Business Analyst (if requested)	[REDACTED]	
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst:	[REDACTED]	
	Secondary QA Specialist/Analyst	[REDACTED]	

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ANNEX B: Basis of Payment

B1 Basis of Payment - Professional Services

For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out below, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$229,970.00

B2 Professional Fees

Primary Resources

One *Primary Business Analyst* and one *Primary Quality Assurance (QA) Specialist/Analyst* are required during the initial contract period and, should Canada extend the contract period, during subsequent contract option periods. For these primary resources the firm all-inclusive per diem rates indicated below will apply.

Secondary Resources

One additional resource for each category, a *Secondary Business Analyst* and a *Secondary Quality Assurance (QA) Specialist/Analyst*, of the same TBIPS streams, categories and experience level as the corresponding primary resources, may be required on an as-and-when-requested basis at any time throughout the duration of the contract.

If Canada requests either or both of these secondary resources, the firm all-inclusive per diem rates indicated for the corresponding primary resource of the same category and level, as indicated below, will apply.

B2.1 Initial Contract Period (from November 7, 2016 to March 31, 2017)

During the Initial Contract Period the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	Firm All Inclusive Per diem Rate
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst: [REDACTED]	[REDACTED]
	Secondary Business Analyst (if requested)	[REDACTED]
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst: [REDACTED]	[REDACTED]
	Secondary QA Specialist/Analyst	[REDACTED]

B2.2 Option Period 1: (from April 1, 2017 to March 31, 2018)

s.19(1)

s.20(1)(c)

During Option Period 1 the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	Firm All Inclusive Per diem Rate
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst: [REDACTED]	[REDACTED]
	Secondary Business Analyst (if requested)	[REDACTED]
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst: [REDACTED]	[REDACTED]
	Secondary QA Specialist/Analyst	[REDACTED]

s.19(1)
s.20(1)(c)

B2.3 Option Period 2: (from April 1, 2018 to March 31, 2019)

During Option Period 2 the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	Firm All Inclusive Per diem Rate
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst:	
	Secondary Business Analyst (if requested)	
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst:	
	Secondary QA Specialist/Analyst:	

B2.4 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked and payment will be calculated in accordance with the following formula:

$$\text{Payment} = \frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours/day}}$$

All personnel (Contractor's resources) must be available to work outside normal JUS office hours (from Monday to Friday from 8:00 AM to 4:00 PM) during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to formula above.



From - Ddc

COCONETU, TRAIAN
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 613-301-9709
FAX:

Gouvernement du
Canada

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs
duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is not to be applied to the unit
price. GST is included in the total estimated cost. Price includes packing, handling and free P.O. B. (excluding all delivery charges)
(duties, taxes and fees) specified herein, municipal taxes are not applicable, for provincial taxes, see the Supply Arrangement.

A moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits
de douane canadienne et la taxe d'accise pertinente compris. Le taux sur les produits et services (TPS) n'est pas compris dans les
prix unitaires. La TPS applicable pour les unitaires, est en sus. La TPS est comprise dans le coût total estimé. Le prix comprend
les taxes de douane et de conditionnement et sont PAB (y compris tous les frais de livraison) aux détaillants et incluses dans les
prix unitaires. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière
d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
L'"Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in Supply Arrangement Serial No: EN578-055605/412/EI between the Vendor and the Crown, as Canada, are hereby incorporated into this document.
Les conditions figurant dans l'arrangement en matière d'approvisionnement d'ASC, intitulé entre le fournisseur et la Couronne, représenté par le Ministre des Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série EN578-055605/412/EI
sont incorporées dans les présentes.

Item Article	Description	From - De Y-A-M-D-J	To - A Y-A-M-D-J	Consignee Code Code consignataire	No of Days N° de jours	Rate/Val Unit Taux/Valeur unitaire	GST GST \$/TPS	GST Total Total TPS	Total
	<p>The following documents form part of this Contract:</p> <p>1) This document entitled Supply Arrangement Contract (page 1-2); 2) The Contract's clauses and annexes here attached (page 1 to 25); 3) The Supply Arrangement Number EN578-055605/412/EI, included all clauses terms and conditions; 4) The Request for Proposal (RFP) Number: 1000021352 entitled TBIPS requirement: Business Analyst(s), Level 3 and Quality Assurance Specialist/Analyst(s), Level 2 for SharePoint and Dynamics CRM Integration project.</p>		s.19(1)						
Selection dates - L'invitation à soumissionner prend fin le 00/00/00		Site point of manufacture/shipping of goods or service/service to be performed Indiquer le lieu de fabrication ou d'expédition des biens, ou écrire le lieu où les services doivent être rendus							
On - Le		<p>F.O.B. Point - Point FAB Destination</p> <p>Pursuant to Section 32(1) of the Financial Administration Act, funds are available En vertu de l'article 32(1) de la loi sur la gestion des finances publiques, des fonds sont disponibles</p> <p><i>PR# 1000021352 signed</i></p>							
Name and address of Vendor - Nom et adresse du fournisseur EMERION 200-368 DALHOUSIE ST OTTAWA ON K1N 7G3 CANADA Phone: 613-241-0222		<p>Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres majuscules).</p> <p><i>Oct 25/2016 613-241-0222</i></p> <p>Date Telephone No. - N° de téléphone</p> <p><i>Signature</i></p> <p>Total Estimated Cost Coût total estimé</p> <p><i>\$187,354.00</i></p> <p>For the Ministry - Renseignez au Ministère</p> <p><i>Oct 25/2016</i></p>							
Vendor No - No du Fournisseur 141993	Fax No - N° de Télephone 613-241-0222	<p>Your offer is accepted to the extent specified herein. Votre offre est acceptée sous conditions énumérées dans les présentes.</p> <p><input checked="" type="checkbox"/></p> <p>You are requested to supply as soon as herein. Nous vous demandons de livrer le plus tôt possible dans les présentes.</p> <p><input checked="" type="checkbox"/></p> <p>Return the signed copy to us. Prenez de retourner immédiatement une copie, dûment signée.</p> <p><input checked="" type="checkbox"/></p>							

JUS 9200-11 (07/2008)

s.19(1) s.20(1)(c)



Gouvernement du
Canada

Supply Arrangement/Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Item Article	Description	From - De Y/M/D	To - À Y/M/D	Consignee Code Code consignataire	No. of Days N° de jours	Fees/Val. Unit Taux/Unit. Poids	GST 1% %TPS	GST Total Total TPS	Total
00020	Business Analyst L3 [REDACTED]	2016.11.07	2017.03.31	19308			13%	12,285.00	106,785.00
00020	Quality Assurance Spec. L2: [REDACTED]	2016.11.07	2017.03.31	19308			13%	9,269.00	80,569.00

Financial Codes
Codage financier
0130-19015-15-502306-3720 -4070 Amount
Montant
165,800.00

The currency of this P.O. is - La devise de ce bon est : CAD

JUS 5200-11 (07/2000)

Request No. - Demande
Ord. Off - Ord. demand. Yr. - An. Ser. No. - N° de série
19308 16 1352

Page 2 of 2

000091

TABLE OF CONTENTS

CONTRACT CLAUSES

- 1 REQUIREMENT
- 2 STANDARD CLAUSES AND CONDITIONS
- 3 SECURITY REQUIREMENT
- 4 CONTRACT PERIOD
- 5 AUTHORITIES
- 6 PAYMENT
- 7 INVOICING INSTRUCTIONS
 - CERTIFICATIONS
 - APPLICABLE LAWS
- 10 PRIORITY OF DOCUMENTS
- 11 FOREIGN NATIONALS (CANADIAN CONTRACTOR)
- 12 INSURANCE REQUIREMENTS
- 13 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY
- 14 PROFESSIONAL SERVICES - GENERAL
- 15 SAFEGUARDING ELECTRONIC MEDIA
- 16 REPRESENTATIONS AND WARRANTIES
- 17 ACCESS TO CANADA'S PROPERTY AND FACILITIES
- 18 GOVERNMENT PROPERTY
- 19 IDENTIFICATION PROTOCOL RESPONSIBILITIES

List of Annexes to the Resulting Contract :

- Annex A: Statement of Work (SoW)
- Annex B: Basis of Payment
- Annex C: Security Requirements Check List (SRCL)
- Annex D: Recipient Electronic Payment Registration Request Form

CONTRACT CLAUSES

The following clauses apply to and form part of any contract resulting from the bid solicitation.

1 REQUIREMENT

- a. Emerion (the Contractor) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services, as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b. Client(s) : Under the Contract, the "Client" is the Department of Justice Canada (JUS).
- c. Reorganization of Client : The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. Defined Terms : Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.
- e. Location of Services : Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

a. General Conditions :

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly

provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

b. Supplemental General Conditions :

The following Supplemental General Conditions :

- i. 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

3 SECURITY REQUIREMENT

The Security Requirement Check List (SRCL and related clauses), as set out under Annex "B" to Part B to the Supply Arrangement, applies to the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE COMMON-PS-SRCL#19

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.
3. The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5 The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition).

4 CONTRACT PERIOD

- a. **Contract Period :** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :

- i. The "Initial Contract Period", which begins on November 7, 2016 and ends on March 31, 2017; and
 - ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

- b. **Option to Extend the Contract :**

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same terms and conditions. The two option periods are as follows:

Option 1: April 1, 2017 to March 31, 2018

Option 2: April 1, 2018 to March 31, 2019

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

5 AUTHORITIES

- a. **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Traian Coconetu
Title: Senior Contracting Officer
Organization : Justice Canada
Address : 284 Wellington Street, EMB1251
E-mail address : traian.coconetu@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

b. Technical Authority

The Technical Authority for the Contract is :

Name: Francisco Braga
Title: Project Manager - Managing Digital Information
Organization: Justice Canada, Information Management Branch
Address: 284 Wellington Street, EMB - A288
Telephone: (613) 868-7973
E-mail address: Francisco.Braga@justice.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

INSPECTION AND ACCEPTANCE

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

c. Contractor's Representative

Name: [REDACTED]
Title: [REDACTED]
Organization: Emerion [REDACTED] s.19(1)
Address: 368, Dalhousie Street, Suite 2000
Telephone: (613) 241-0222 ext [REDACTED]
E-mail address: contracts@emerion.ca or [REDACTED]

6 PAYMENT

a. Basis of Payment

- I. **Professional Services:** For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex B - Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated cost: \$165,800.00

- II. **Pre-Authorized Travel and Living Expenses :**

Canada will not pay any travel or living expenses associated with performing the Work.

- III. **Applicable Taxes:**

Estimated cost: \$21,554.00

- IV. **Competitive Award** : The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- V. **Professional Services Rates** : In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- VI. **Purpose of Estimates** : All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. **Limitation of Expenditure** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceed before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
- ii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

c. **Monthly Payment** Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

d. **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

e. **Payment Credits**

- i. **Failure to Provide Resource:**
 - A. If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
 - B. **Corrective Measures:** If credits are payable under this Article for *two consecutive months* or for *three months in any twelve-month period*, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The

Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

C. **Termination for Failure to Meet Minimum Availability Level** : In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 3 months' written notice of its intent, if any of the following apply :

1. the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
2. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.

- ii. **Credits Apply during Entire Contract Period** : The Parties agree that the credits apply throughout the Contract Period.
- iii. **Credits represent Liquidated Damages** : The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- iv. **Canada's Right to Obtain Payment** : The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- v. **Canada's Rights & Remedies not Limited** : The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- vi. **Audit Rights** : The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

f. **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

g. **Payment by Direct Deposit**

- i.. Payments by direct deposit will be subject to Article 16 - Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2016-04-04) forming part of this Contract.
- ii. To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.
- iii. It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under (Article 16 - Payment Period and Article 17 -

Interest on Overdue Accounts, set out in 2035 General Conditions - Higher Complexity, Services (2016-04-04) forming part of this Contract will not apply, until the Contractor corrects the matter.

7 INVOICING INSTRUCTIONS

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original and two copies of each invoice to the Technical Authority at the following e-mail address: Admin.Services-ISB@justice.gc.ca
- e. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

8 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid or any TA quotation is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

9 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province Ontario.

10 PRIORITY OF DOCUMENTS

If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list:

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. Supplemental general conditions, in the following order :
 - i. 4006 (2010-08-16) , Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- c. General Conditions 2035 (2016-04-04);
- d. Annex A, Statement of Work
- e. Annex B, Basis of Payment;
- f. Annex C, Security Requirements Check List;
- g. Supply Arrangement Number EN578-055605/412/EI (the "Supply Arrangement")
- h. the Contractor's bid dated October 3,2016.

11 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (2006-06-16) (insert date) Foreign Nationals (Canadian Contractor)

12 INSURANCE REQUIREMENTS

A. Compliance with Insurance Requirements

1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

C. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

13 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- a. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b. **First Party Liability :**
 - i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to :
 - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
 - v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including :
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 , whichever is more.

- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

- c. **Third Party Claims :**
 - i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a

court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

s.19(1)

14 SPECIFIC PERSONS

The Contractor must provide the services of the following persons to perform the Work as stated in the Contract:

TBIPS Stream, Category and Experience Level	Primary Resources
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst:
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst:

Should additional (Secondary) Resources of the same category and level be specified in a valid issued Request for Additional Resources, the additional (Secondary) Resource(s) will be subject, for the duration of the Request for Additional Resources, to the same terms and conditions as those that apply to the Primary Resources.

15 PROFESSIONAL SERVICES - GENERAL

(A) The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

(B) If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

(C) In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

(i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

- the name, qualifications and experience of a proposed replacement immediately available for Work; and
- security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

(ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:

- exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or

- (b) assess the information provided under (C) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (a) above, or require another replacement in accordance with this sub article (C).
- (iii) Where an Excusable Delay applies, Canada may require (c) (ii) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

15 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

16 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

17 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

18 GOVERNMENT PROPERTY

Canada agrees to supply the Contractor with the items listed below (the "Government Property"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

- (i) Accounts on computer network
- (ii) Workstation
- (iii) Access to printer, fax machine and photocopier
- (iv) ID card allowing access to building and floor
- (v) Reference material, as needed

19 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

ANNEX A : Statement of Work (SoW)

1 TITLE

TBIPS requirement: Business Analyst(s), Level 3 and Quality Assurance Specialist/Analyst(s), Level 2 for SharePoint and Dynamics CRM Integration project

2 OBJECTIVE

To assist, in collaboration with the LCMS and DW teams, with the implementation and support of an integrated solution between Dynamics CRM, SharePoint, and GCDOCS environments across the Department of Justice Canada.

3 TERMINOLOGY

Acronym	Definition
JUS	The Department of Justice Canada / the Department
ISB	Information Solutions Branch
GC IM	Government of Canada Information Management
DW	Digital Workspace (using SharePoint and GCDOCS)
LCMS	Legal Case Management Solution (using Dynamics CRM)
RDA	Records Disposition Authorities
MIDA	Multi-Institutional Disposition Authorities
IRBV	Information resources of business value
iCase	the current JUS legal case management system
NCR	National Capital Region. Defined in the <i>SCHEDULE of the National Capital Act (R.S.C., 1985, c. N-4)</i> , available on the Justice Website (http://laws-lois.justice.gc.ca/eng/acts/N-4/).

4 BACKGROUND STATEMENT

The Department of Justice Canada (JUS) has created a vision for information management built on the simple concept that information within the Department should be seamlessly created, shared, found and used in a sustainable digital environment, and that when appropriately managed, this same information should drive service delivery, organizational efficiency and business transformation.

JUS has implemented a Digital Workspace, developed using SharePoint 2013, to support the collaboration and information management needs of departmental employees and contractors. Integrated with the Digital Information Repository (GCDOCS) the Digital Workspace provides users with the tools to:

- create, share and manage digital documents in a manner that responds to operational requirements while adhering to GC IM and security policies and directives;
- locate people, documents and other information using the Digital Workspace search function regardless of whether that information is stored in the Digital Workspace or in the Digital Information Repository;
- publish corporate information on the Departmental Intranet, once the current Intranet has been migrated to the Digital Workspace;
- ensure that information resources of business value (IRBV) are transferred from the Digital Workspace to the Digital Information Repository in accordance with established business rules;
- consume information delivered via SharePoint's social media tools through their SharePoint newsfeed; and
- benefit from SharePoint's workflow engine for the automation of business processes.

Over the coming fiscal year, the Digital Workspace project team will be focusing its efforts on supporting the existing user-base, expanding the service offering to include new clients, migrating content into the Digital Workspace, and integrating the Digital Workspace with other key corporate applications such as the Department's

Legal Case Management System -- its implementation of GC Shared Case Management System (CRM Dynamics) - currently under development. With that in mind, the need for integration between Digital Workspace (DW) using SharePoint and GCDOCS and Legal Case Management Solution (LCMS) using Dynamics CRM is now eminent to ensure a unified approach for information management.

5 REQUIREMENT DESCRIPTION

5.1 The Contractor's Resources

The Contractor must provide 2 primary resources for the duration of the Contract. These 2 primary resources are the Primary Business Analyst and the Primary Quality Assurance (QA) Specialist/Analyst.

The Contractor must also provide, as and when requested by the Technical Authority, up to 2 additional resources; a Secondary Business Analyst and a Secondary Quality Assurance (QA) Specialist/Analyst. Should one or both of these additional resources be requested, the Contractor must propose resources that meet or exceed the requirements presented in the Request for Proposal 1000021352 associated with this Contract, including the applicable TBIPS resource category and experience level, any certifications or security requirements as well as meeting the Mandatory Criteria and achieving or surpassing the minimum required score on the Point-Rated Criteria as specified therein.

5.2 Scope

The Contractor's Business Analyst and the Quality Assurance Specialist/Analyst resources will be required to work in a team of specialists and assist the Information Solutions Branch (ISB) in the delivery of the integration of the Legal Case Management Solution (LCMS) with the Digital Workspace (DW).

The resources must work in collaboration with the LCMS and DW teams to assist with the implementation and support of an integrated solution between Dynamics CRM, SharePoint, and GCDOCS environments across the Department.

The resources must ensure that the solution meets business requirements, work on the implementation of the solution, and provide input for testing of data and document migration between systems. Government-wide initiatives such as Data Centre Consolidation, Email Transformation Initiative, and other JUS initiatives will also play an important factor in the Work.

5.3 Tasks / Detailed Services

Given the potential length of the contract and the evolving state of information management, there are numerous activities where JUS may require the assistance of the Contractor's resources. The following tasks identify several of the potential activities falling within the scope of the Work:

Business Analyst Tasks

- Engage focus groups/contacts dealing with legal case management
- Analyze client business model and develop a generic business model template for the portfolio/lines-of-business such as litigation, legislation, advisory, and policy
- Create a taxonomy for the information accessed in the business model linked to the relevant portions of the RDA/MIDA(s)
- Present the business model and obtain sign-off from the DW and LCMS teams
- Determine the role for each product in managing the content lifecycle of a legal file
- Define functional requirements for integrating security and metadata models inherent in both products
- Identify any gaps in the base products and recommend 3rd party products or alternative solutions to address the gap
- Establish business rules required in managing the integration and define any associated automated workflows/procedures in each product
- Address and contribute to definition of requirements on migration rules from current legal case management system (iCase)
- Define standards for product use, supported features, deployment, access and configuration
- Develop the Service Management model for client engagement

- Develop / augment policies and directives needed to support the governance model

Quality Assurance Specialist/Analyst Tasks

- Lead the development of test plans, test scripts and test data;
- Participate in application functional and technical design reviews;
- Perform system, integration, functional and regression testing;
- Identify and document application defects;
- Work with development and business teams to resolve application defects;
- Participate in the ongoing technical and application support in production environment;
- Provide advice, guidance and coordination efforts for test strategies and plans, selection of automated testing tools, and identification of resources required for testing;
- Perform knowledge transferring to JUS employees.

5.4 Reporting Requirements

All contracting resources* must meet with the Technical Authority on a weekly basis to present the project status report and to address project issues. Beyond this, there may be an occasional requirement to attend ISB Management Team meetings to brief ISB management on project status.

*There are 4 distinct Contractor resource titles:

- Primary Business Analyst
- Primary Quality Assurance Specialist/Analyst
- Secondary Business Analyst (if required)
- Secondary Quality Assurance Specialist/Analyst (if required)

.5 Language Requirements

The work will be conducted in English. Should there be translation required, formal translation will be undertaken by the Department of Justice.

The Contractor's resources must provide all deliverables in English at or above the English proficiency levels indicated in the English proficiency table below.

The language requirements for the provision of services are as follows:

- For the Contractor's Business Analyst resources, services must be provided in either English or in French, as requested, at or above the English proficiency levels and the French proficiency levels indicated in the table below.
- For the Contractor's Quality Assurance Specialist/Analyst resources, services must be provided in English at or above the English proficiency levels indicated in the table below.

English proficiency:			
Oral Proficiency	3+	General Professional Proficiency, Plus	Able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks. Operates at level 4 most of the time, but cannot sustain the performance across a variety of topics. Understanding is complete, including idioms, nuances, register shifts and humour or irony. Often matches a native speaker's strategic and organizational abilities. Basic and complex structures are fully controlled except for an occasional error in low-frequency structures. There are no patterned errors.
Reading Proficiency	3+	General Professional	Able to read with facility and appreciate a wide variety of texts as well as those pertinent to professional needs. Has a broad active general, specialized and abstract vocabulary. Able to comprehend many sociolinguistic and cultural references, as well as a

		Proficiency, Plus	considerable range of complex structures, low-frequency idioms, and connotations. However, accuracy is not complete, and here again some nuances and subtleties may escape the reader.
Writing Proficiency	3+	General Professional Proficiency, Plus	Able to write in a variety of prose styles pertinent to general, social and professional needs. Good control of basic and complex structures, all verb tenses and tense sequence, morphology, syntax and punctuation. Usually uses cohesive devices well, but variety is limited. May not be able to express nuances or subtleties very well, nor tailor language to audience.
French proficiency:			
Oral Proficiency	3	General Professional Proficiency	Able to speak the language with sufficient structural accuracy, vocabulary and cohesiveness in discourse to participate effectively in most formal and informal conversations on practical, social, and professional topics. Understanding is essentially complete. Can discuss with fluency and ease abstract issues and special fields of competence and interest. Can support opinion and hypothesize. Can provide a structured argument that is clear and well organized. While the influence of the speaker's first language can be felt (in pronunciation, grammar and vocabulary), there are no patterned errors and errors never distract the listener or interfere with communication.
Reading Proficiency	2+	Limited Working Proficiency, Plus	Able to understand most general factual prose as well as some discussions on concrete topics related to special professional interests. Has a good active reading vocabulary and is able to use the context to make sensible guesses about unfamiliar vocabulary and material. Can get the gist of the information and some secondary ideas. Weaknesses include slowness, uncertainty, inability to discern nuances.
Writing Proficiency	2	Limited Working Proficiency	Able to write routine social correspondence and prepare documentary materials required for most limited work requirements. Can write simply about a limited number of current events or daily situations. Good control of morphology and basic syntactic structures. Uses a limited number of cohesive devices. However, still makes common errors in spelling, punctuation, and constructions (plurals, articles, gender, prepositions, verb tenses, negatives).

The descriptions associated with the language proficiency levels can be found at the following website:
http://www.international.gc.ca/ifaits-iaeci/test_levels-niveaux.aspx?lang=eng

5.6 Location of Service Delivery

The services component of the Work will be performed in the NCR, primarily at Justice Headquarters 284 Wellington Street, Ottawa. The Work does not require travel outside of the NCR.

5.7 Constraints

5.7.1 Hours of Availability

The Contractor's resources must be available during standard DOJ working hours (8:00 AM to 4:00 PM, Monday to Friday, excluding statutory and government holidays). The Contractor's resources may be requested and must be available, to work outside of standard DOJ working hours, including weekends.

5.7.2 Interdependencies With Other Projects And Systems

The integration between DW and LCMS is dependent on the work between 2 DOJ project teams

ANNEX B: Basis of Payment

B1 Basis of Payment - Professional Services

For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out below, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: **\$165,800.00**.

B2 Professional Fees

Primary Resources

One *Primary Business Analyst* and one *Primary Quality Assurance (QA) Specialist/Analyst* are required during the initial contract period and, should Canada extend the contract period, during subsequent contract option periods. For these primary resources the firm all-inclusive per diem rates indicated below will apply.

Secondary Resources

One additional resource for each category, a *Secondary Business Analyst* and a *Secondary Quality Assurance (QA) Specialist/Analyst*, of the same TBIPS streams, categories and experience level as the corresponding primary resources, may be required on an as-and-when-requested basis at any time throughout the duration of the contract.

If Canada requests either or both of these secondary resources, the firm all-inclusive per diem rates indicated for the corresponding primary resource of the same category and level, as indicated below, will apply.

B2.1 Initial Contract Period (from November 7, 2016 to March 31, 2017)

During the Initial Contract Period the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources	Firm All Inclusive Per diem Rate
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst: [REDACTED]	[REDACTED]
	Secondary Business Analyst (if requested)	[REDACTED]
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst: [REDACTED]	[REDACTED]
	Secondary QA Specialist/Analyst (if requested)	[REDACTED]

B2.2 Option Period 1: (from April 1, 2017 to March 31, 2018) s.19(1).

During Option Period 1 the following firm all-inclusive per diem rates apply: s.20(1)(c)

TBIPS Stream, Category and Experience Level	Resources	Firm All Inclusive Per diem Rate
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst: [REDACTED]	[REDACTED]
	Secondary Business Analyst (if requested)	[REDACTED]
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst: [REDACTED]	[REDACTED]
	Secondary QA Specialist/Analyst (if requested)	[REDACTED]

B2.3 Option Period 2: (from April 1, 2018 to March 31, 2019)

During Option Period 2 the following firm all-inclusive per diem rates apply:

TBIPS Stream, Category and Experience Level	Resources		Firm All Inclusive Per diem Rate
Stream 4: Business Services B.1 Business Analyst Level 3	Primary Business Analyst:		
	Secondary Business Analyst (if requested)	s.19(1)	
Stream 5: Project Management Services P.11 Quality Assurance Specialist/Analyst Level 2	Primary QA Specialist/Analyst:	s.20(1)(c)	
	Secondary QA Specialist/Analyst (if requested)		

B2.4 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked and payment will be calculated in accordance with the following formula:

$$\text{Payment} = \frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours/day}}$$

All personnel (Contractor's resources) must be available to work outside normal JUS office hours (from Monday to Friday from 8:00 AM to 4:00 PM) during the duration of the Contract.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to formula above.

ANNEX C : Security Requirements Check List (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Coramor PS SRCL#18
Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Contracting Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Director or Directorate / Directeur Général ou Direction	
Federated Works and Government Services Canada	Acquisitions Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Professional Services - Staffing Offices and Supply Arrangements		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Oui		
5. b) Will the supplier require access to unauthorized military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur et ses employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui (Specify the level of access using the chart in Question 7.)		
6. b) Will the supplier and its employees (e.g., cleaners, maid service personnel) require access to restricted access areas? / No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreints? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui		
6. c) Is it to commercial counterintelligence requirement with no overnight storage? / S'agit-il d'un contrat de renseignement ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information que le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion
Not releasable A n'a pas diffuser	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser les(s) pays	Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser les(s) pays
7. c) Level of Information / Niveau d'information		
PROTECTED A <input checked="" type="checkbox"/>	PROTECTED A <input checked="" type="checkbox"/>	PROTECTED A <input checked="" type="checkbox"/>
PROTECTED B <input checked="" type="checkbox"/>	PROTECTED B <input checked="" type="checkbox"/>	PROTECTED B <input checked="" type="checkbox"/>
PROTECTED C <input checked="" type="checkbox"/>	PROTECTED C <input checked="" type="checkbox"/>	PROTECTED C <input checked="" type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	CONFIDENTIAL <input checked="" type="checkbox"/>	CONFIDENTIAL <input checked="" type="checkbox"/>
SECRET <input checked="" type="checkbox"/>	SECRET <input checked="" type="checkbox"/>	SECRET <input checked="" type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (S.I.GINT) TRÈS SECRET (S.I.GINT) <input type="checkbox"/>	TOP SECRET (S.I.GINT) TRÈS SECRET (S.I.GINT) <input type="checkbox"/>	TOP SECRET (S.I.GINT) TRÈS SECRET (S.I.GINT) <input type="checkbox"/>

TRIS/ST 300-103(2004r12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada

Government
of CanadaGouvernement
du Canada

Contract Number / Numéro du contrat
Common PS SRC1E10
Security Classification / Classification de sécurité UNCLASSIFIED

PART A-(continued) / PARTIE A-(suite)

6. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity
Dans l'affirmative, indiquer le niveau de sensibilité

No Non Yes Oui

7. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No Non Yes Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B- PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input checked="" type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRÉT	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET- SIGNIT TRES BECRET-SIGNIT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRÉT	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unsecured personnel be used for portions of the work?
Du personnel non autorisé sécurité pourra-t-il se voir confier des parties du travail?
If Yes, will unsecured personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No Non Yes Oui

No Non Yes Oui

PART C- SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur aura-t-il l'usu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No Non Yes Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur aura-t-il l'usu de protéger des renseignements ou des biens COMSEC?

No Non Yes Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No Non Yes Oui

INFORMATION TECHNOLOGY (IT) / MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur servira-t-il l'usu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No Non Yes Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Degressera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No Non Yes Oui

Government
of Canada Gouvernement
du Canada

Contract Number / Numéro du contrat
Common PG SRCLE19
Security Classification / Classification de sécurité (UNCLASSIFIED)

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis sur les installations des fournisseurs.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Delivery Category	PROTECTED PROTÉGÉE			CLASSIFIED CLASSIFIÉE			NATO			COMSEC		
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET TRES SECRET	TOP SECRET TRES SECRET	NATO RESTRICTED NATO DÉFUSION RÉSERVÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO TRES SECRET	PROTECTED PROTÉGÉE CONFIDENTIAL TRES SECRET	CONFIDENTIAL CONFIDENTIEL	SECRET TRES SECRET
Information / Accès Documentation / Données												
Production												
IT Assets / Systèmes IT												
IT Assets / Des équipements												

12. a) Is the description of the work contained within this SRCI PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERG est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » en haut et en bas du formulaire.

12. b) Will the documentation attached to this SRCI be PROTECTED and/or CLASSIFIED?
La documentation accolée à la présente LVERG sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET WITH Attachments).
Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » en haut et en bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat:
Common PS DRCL/118
Security Classification / Classement de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées): Centralized Professional Services System, CPSS	Title - Titre: Professional Services - Méthode of Supply	Signature: <i>Riley Leman</i>
Telephone No. - N° de téléphone 000-000-0000	Fax/Email No. - N° de télécopieur / E-mail address - Adresse courriel 000-000-0000 SSPC-CPSS@tsgsc-pwgsc.gc.ca	Date 2012/03/15

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées): Charron, Arnick	Title - Titre: 30	Signature: <i>Arnick Charron</i>
Telephone No. - N° de téléphone 613-656-0515	Fax/Email No. - N° de télécopieur / E-mail address - Adresse courriel 613-654-1448 arnick.charron@tsgsc-pwgsc.gc.ca	Date March 20, 2012

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

Yes
 No
 Out

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées):	Title - Titre:	Signature
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur / E-mail address - Adresse courriel	Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées):	Title - Titre:	Signature: <i>Jacques Saumur</i>
Telephone No. - N° de téléphone	Fax/Email No. - N° de télécopieur / E-mail address - Adresse courriel	Date 28-MARCH-2012

Jacques Saumur
Contract Security Officer, Contract Security Division
Jacques.Saumur@tsgsc-pwgsc.gc.ca
Tel/Tél: 613-946-1732 / Fax/téléc. 613-954-4171

TBSISCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
--

. Canada

ANNEX D :RECIPIENT ELECTRONIC PAYMENT REGISTRATION REQUEST FORM



Department of Justice Canada Ministère de la Justice Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B
Protected B

**Guideline on Completing the
Recipient Electronic Payment Registration Request Form**

INTRODUCTION

Recipients now have the option to receive payments from the Department of Justice Canada (DOJ) by cheque or by electronic payment. If you choose to sign up for electronic payments please print and complete the Recipient Electronic Payment Registration Request form. Please note, electronic payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

There are two electronic payment modes available:

1. Direct Deposit (DD) - Once payments are deposited, DOJ will send the following information by e-mail: amount of payment, date of payment, invoice number, DOJ reference number, and brief description of the payment. This e-mail notification will act in lieu of a cheque stub.
2. Electronic Data Interchange (EDI) - To enrol in EDI you must contact your financial institution to ensure that the account is EDI-capable. There may be a fee for this service, as the financial institution notifies its clients according to its own criteria.

Changes to bank account used

If you wish to make any changes to the bank account used for payments (change of address, financial institution, branch, account number, etc.) you must complete a new Recipient Electronic Payment Registration Request form. When you request one of these changes, DO NOT CLOSE the present account until you receive your payment in accordance with that change.

COMPLETING OF FORM

There are three sections of the Recipient Electronic Payment Registration Request form that must be completed by the recipient.

1 - TYPE OF REQUEST

Please complete this section by filling out one of the three request types described below.

New request

If you choose to sign up for electronic payments with DOJ, please check the "New request" box and indicate which mode of payment you wish to use: DD or EDI.

Change

If you are already registered for electronic payments with DOJ, however, wish to modify your banking information or mode of electronic payment, please select the "Change" box and mark all other boxes that apply to your change request.

Cancellation

If you wish to opt out of the DOJ's electronic payments and return to receiving payments by cheque, you must select the "Cancel" box and complete only the second section of the form.

2 - RECIPIENT INFORMATION AND AUTHORIZATION

This section must be completed, signed and dated by the appropriate person (or persons) in order to authorize the electronic payment enrolment request, or to modify or cancel electronic payments.

If the recipient is an individual

Please enter your name, address and telephone number AS WELL AS AN E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment. Also, you must sign the form in this section in order to authorize your request.

If the recipient is an organization

Please enter the name and address of your organization and make sure to complete the "Name of payment contact" field with the name of the contact person from your organization. Please also include the contact person's telephone number AND E-MAIL ADDRESS so that DOJ can send e-mail notices and confirm receipt of payment.



Department of Justice Canada
Ministère de la Justice Canada

RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST

DEMANDE D'ADHÉSION DU
BENEFICIAIRE AU PAIEMENT
ÉLECTRONIQUE

Protégé B
Protected B

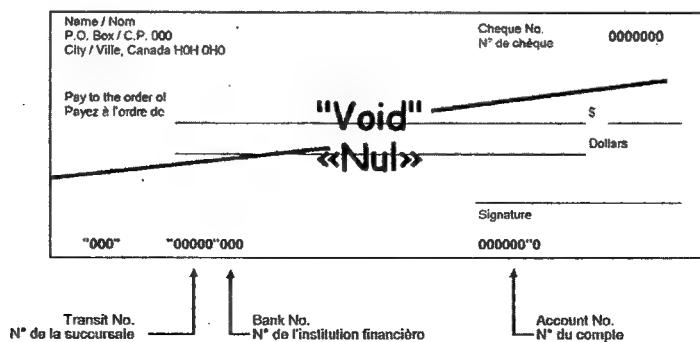
Also, authorized representative(s) must include their name, position, telephone number and signature, in order to authorize the request.

This section allows for up to two people to sign the form, in cases where the recipient requires two signatures for authorization, to receive, modify or cancel electronic payments.

3 - BANKING INFORMATION

If you attach a void cheque

Please attach a void cheque and complete fields 1, 2, 3 and 4 of this section. The void cheque must be from the account you wish to use for electronic payments. A sample of a void cheque is provided below identifying where the transit, bank and account numbers are located.



If you do not attach a void cheque

If you do not provide a void cheque, the financial institution must validate the banking information by completing fields 5, 6 and 7 of the form. The financial institution must provide the name, address and telephone number of the financial institution, bank stamp and sign the form.

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

This section is strictly reserved for DOJ's use only.

SENDING YOUR REQUEST TO THE DEPARTMENT OF JUSTICE CANADA

Please send the duly completed form with original signature(s) to the following address:

Chief, Accounting Services
Room 1263, East Memorial Building
Department of Justice Canada
284 Wellington Street
Ottawa, Ontario
K1A 0H8

Please write the following on the envelope: "To be opened by addressee only".



Department of Justice
Ministère de la Justice
Canada

**RECIPIENT ELECTRONIC
PAYMENT REGISTRATION
REQUEST**

**DEMANDE D'ADHÉSION DU
BÉNÉFICIAIRE AU PAIEMENT
ÉLECTRONIQUE**

Protégé B
Protected B

Your personal information are requested and compiled by the Department of Justice Canada for the purpose of administering the electronic payment program. The information is mandatory in the case where a Recipient decides to participate in the program. This information will be protected and used in conformity with the *Privacy Act*. Under the *Privacy Act*, each Recipient has access to their personal information and has the right to demand any modification. These information will be maintained by the Department of Justice.

IMPORTANT

- Must be a Canadian recipient holding a bank account in Canadian \$
- For Electronic Data Interchange (EDI), compliance must be confirmed by your financial institution and you may be charged EDI service fees
- Note that Direct Deposit payments carry no stub information

1 - TYPE OF REQUEST

New request Direct Deposit (DD) Electronic Data Interchange (EDI)

Change to banking Information (provide a new blank cheque)
 from Direct Deposit (DD) to from Electronic Data Interchange (EDI) to
Electronic Data Interchange (EDI) Direct Deposit (DD)

Cancel electronic payment and revert to cheques

2 - RECIPIENT INFORMATION AND AUTHORIZATION

Name of Organization or Name of Individual (recipient)

Address	Name of Payment Contact (please print)	
City	Telephone	Fax
Province	Postal Code	E-mail for Payment Notifications (please print)
Name(s) and Title(s) of Authorized Representative(s) and Signatory(ies), for organizations only (please print)		Telephone

I, as an authorized representative of the above mentioned organization or as an individual entitled to receive payment from the Government of Canada, authorize the Receiver General for Canada to deposit the payment directly into the account below and to receive payment advices electronically until further notice.

Signature

Date

Signature

3 - BANKING INFORMATION

Please attach a blank cheque from your bank account with "Void" written on it and complete fields 1, 2, 3 and 4 below with your banking information.

1 Branch Number (transit)	2 Financial Institution Number	4 Name(s) of Account Holder(s)
3 Account Number		

If you do not attach a void cheque, your financial institution must confirm your banking information by completing fields 5, 6 and 7 below.

5 Financial Institution Name, Address and Telephone Number	7 Financial Institution Stamp
6 Signature of Financial Institution Representative	

4 - FOR DEPARTMENT OF JUSTICE CANADA ONLY

PROCESSED BY	→ Name (please print)	Vendor Code
Signature		Date
VERIFIED BY <input type="checkbox"/> Payment Method Changed	→ Name (please print)	Signature

JUS 778e-4 (2012/12) p. 3

Date

Canada



Gouvernement du Canada

From - Dated
GBAGUIDI, STEVE
 NATIONAL CAPITAL REGION
 RÉGION DE CAPITALE NATIONALE
 284 WELLINGTON ST
 OTTAWA ON K1A 0H8
 CANADA
 PHONE: 819-220-5110
 FAX:

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges) destination(s) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise pertinents compris. La taxe sur les produits et services (GST) n'est pas comprise dans les prix unitaires. La TPS est comprise dans le prix total estimé. Les prix comprennent les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais de livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.
 Le "Ministre" désigne le Ministre de Justice Canada et toute autre personne désignée pour le remplacer.
2. The terms and Conditions set out in SSC Supply Arrangement Serial No. E60ZN-15TSPS/253/ZN between the Vendor and the Crown as Canada, are hereby incorporated into this document.
 Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représenté par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZN-15TSPS/253/ZN sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Val. Limite	GST% %TPS	GST Total Total TPS	Total							
00010	<p>The following line items shown in bold are new or changed. Les articles en caractères gras sont les articles modifiés. TSPS Subject matter expert</p> <p>***Description changed***</p> <p>s.19(1) s.20(1)(c)</p>	2016.11.27	2017.04.30	19032			13%	13,911.95	120,926.95							
Solicitation closes - L'invitation à soumissionner prend fin le 00:00:00		The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets and the price(s) set out therefor. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.						State point of manufacture/shipping of goods or where service is to be performed. Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.								
On - Le		Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, numérotés dans les présentes et dans toute annexe aux présentes, au ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.						F.O.B. Point - Point FAB Destination								
Name and address of Vendor - Nom et adresse du fournisseur		Name and title of person authorized to sign on behalf of Vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (en lettres moulées)						Pursuant to Section 32(1) of the Financial Administration Act, funds are available. En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles. As per P.R. 1000021379 on Pile Signature Date								
Phone: 613-866-2449		2017-01-03 613-796-5729 Date Telephone No. - N° de téléphone						Total Estimated Cost Coût global estimatif \$120,926.95 For the Minister - Réserve au Ministre								
Vendor No. - N° du Fournisseur		<input type="checkbox"/> Your offer is accepted to the extent specified herein. Votre offre est acceptée sur les conditions exposées dans les présentes.						<input type="checkbox"/> You are requested to supply as indicated herein. Nous vous demandons de fournir ce qui est précisé dans les présentes.			<input type="checkbox"/> Return the signed copy forthwith. Prière de retourner immédiatement une copie dûment signée.			The Vendor hereby accepts/acknowledges this contract. Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.		
Fax No. - N° de Télécopie		143252 613-249-3996														
JUS 9200-11 (07/2006)																



Department of Justice
Canada

Ministère de la Justice
Canada

RFP NUMBER 1000021379

CONTRACT NUMBER 1903261379

CONTRACT AMENDMENT 001

The following amendment has been raised for a resource replacement.

In order to do so;

DELETE 7.2.1 SPECIFIC PERSON(S) AND INSERT:

7.2.1 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

s.19(1)

AND

DELETE 7.5.1 PROJECT AUTHORITY AND INSERT:

7.5.1 Project Authority

The Project Authority for the Contract is:

Kaylie Chow

Senior Planning Officer

Director General's Office

Department of Justice Canada

275 Sparks Street, Ottawa ON, K1A 0H8

Telephone: 613-907-3691

E-mail Address: Kaylie.Chow@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.



ALSO

DELETE ANNEX B – BASIS OF PAYMENT AND INSERT

ANNEX B - BASIS OF PAYMENT

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed per diem rate must be prorated to reflect the actual time worked.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

A- Contract Period (From November 29, 2016 to March 31, 2017)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid an all-inclusive fixed per diem rate as follows:

Professional Fees: Category 2.14 - Subject Matter Expert - Senior s.19(1)
s.20(1)(c)

Name of Resource(s)	All Inclusive Fixed Per Diem Rate	Maximum Combined* Level of Effort

Total Estimated Cost of Professional Fees: up to a maximum of \$107,015.00 Applicable Taxes extra.

All other terms and conditions remain unchanged

End of Amendment 001

Contract number 1903261379

Government of
Canada

Gouvernement du
Canada

From - Dd
GBAGUIDI, STEVE
NATIONAL CAPITAL REGION
RÉGION DE CAPITALE NATIONALE
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA
PHONE: 819-220-5110
FAX:

Date of solicitation - Date de l'invitation à soumissionner

Clauses (1) and (2) below will form part of this:
Les clauses 1 et 2 ci-dessous font partie du document de :

Request for proposal Demande de proposition
Contract Contrat
Amendment Modification

Supply Arrangement Solicitation/Contract
Arrangement en matière d'approvisionnement relatif aux invitations à soumissionner et aux contrats

Accounting Office Code
Code du bureau comptable
19032 Requisition No. - Demande
Ord. Off - Bur. demand. Yr. - An. Ser. No - N° de série
19032 16 1379

Page 1 of 1

Inspection Agency - Chargé de l'inspection

Consignee at
destination unless
specified herein. Destinataire au point
de destination sauf
si indiqué ci-dessus.

Direct inquiries to:
Adresser toutes demandes de renseignements à:
GBAGUIDI, STEVE
819-220-5110

Unless otherwise indicated herein by the Crown, all prices are to be in Canadian funds and include applicable Canadian customs duties and excise taxes. The Goods and Services Tax (GST) is excluded from unit prices. GST is extra as applicable to the unit prices. GST is included in the total estimated cost. Prices include packing, packaging and are F.O.B. (including all delivery charges/destinations) specified herein; municipal taxes are not applicable; for provincial taxes, see the Supply Arrangement.

À moins d'indication contraire dans les présentes de la part de la Couronne, tous les prix seront en monnaie canadienne, les droits de douane canadiens et la taxe d'accise y compris. La taxe sur les produits et services (TPS) n'est pas comprise dans les prix unitaires. La TPS applicable aux prix unitaires est en sus. La TPS est comprise dans le coût total estimatif. Les prix comprennent tous les frais d'emballage et de conditionnement et sont FAB (y compris tous les frais d'livraison) aux destinations indiquées dans les présentes. Les taxes municipales ne s'appliquent pas. En ce qui concerne les taxes provinciales, voir l'Arrangement en matière d'approvisionnement.

All invoices, shipping bills and packing slips must include the number indicated in this box.

1903261379

Amendment No. - No. de la modification

Previous Value - Valeur précédente

Inc./Decs. - Aug./Dim.

Revised Value - Montant Révisé

Invoices - Original and two copies are to be sent to:
Factures - Remplir et envoier l'original et deux copies à :

Safety, Security Emergency MNGT
DEPARTMENT OF JUSTICE CANADA
ATT: MATHIEU LEMIEUX 613-957-4540
284 WELLINGTON ST
OTTAWA ON K1A 0H8
CANADA

1. The "Minister" means the Minister of Justice Canada and any other person authorized to act on the Minister's behalf.

Le "Ministre" désigne le Ministre de la Justice Canada et toute autre personne désignée pour le remplacer.

2. The terms and conditions set out in SSC Supply Arrangement Serial No. E60ZN-15TSPS/253/ZN between the Vendor and the Crown, as Canada, are hereby incorporated into this document.

Les conditions figurant dans l'Arrangement en matière d'approvisionnement d'ASC, intervenu entre le fournisseur et la Couronne, représentée par le Ministre de Travaux Publics et Services Gouvernementaux Canada, et portant le numéro de série E60ZN-15TSPS/253/ZN sont incorporées dans les présentes.

Item Article	Description	From - De Y-A M-D-J	To - À Y-A M-D-J	Consignee Code, Code consignataire	No. of Days N° de jours	Fees / Val. Limit Taux/Väl. limite	GST% %TPS	GST Total! Total TPS	Total
00010	<p>TPS Subject matter expert C.Bélanger (SME)</p> <p>s.19(1) s.20(1)(c)</p> <p>Financial Codes Codage financier 0130-18031-15--3750 -4150</p> <p>Amount Montant 107,015.00</p> <p>The currency of this P.O. is - La devise de ce bon est : CAD</p>	2016.11.27	2017.04.30	19032			13%	13,911.95	120,926.95

Solicitation closes - L'invitation à soumissionner prend fin le
At - A 00:00:00

The Vendor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out herein, including the attachments hereto, the supplies and/or services listed herein and on any attached sheets at the price(s) set out therefore. Responses to a request for proposal by a potential supplier will be considered as an offer to sell.

State point of manufacture/shipping of goods or where service is to be performed.
Indiquer le lieu de fabrication ou d'expédition des biens, ou encore le lieu où les services doivent être rendus.

On - Le

Name and address of Vendor - Nom et adresse du fournisseur

PROTAK CONSULTING GROUP INC
1100-343 PRESTON ST
OTTAWA ON K1S 1N4
CANADA
Phone: 613-866-2449

Le fournisseur offre et convient de vendre au Ministre, aux conditions stipulées dans les présentes et dans les documents ci-joints, les biens ou services, ou les deux, énumérés dans les présentes et dans toute annexe aux présentes, ou ou aux prix indiqués. Les réponses à une demande de proposition présentée par un fournisseur éventuel seront considérées comme des offres de vente.

F.O.B. Point - Point FAB Destination
Pursuant to Section 32(1) of the Financial Administration Act, funds are available.
En vertu de l'article 32(1) de la loi sur la gestion des finances publiques des fonds sont disponibles.

As per P.R. 1000021379 on file
Signature Date

Vendor No. - No. du Fournisseur
143252
JUS 9200-11 (07/2006)

Fax No. - No. de Télécopie
613-249-3996

2016-12-02

Telephone No. - N° de téléphone

Total Estimated Cost
Coût global estimatif
\$120,926.95
Signature Date
For the Minister - Réserve au Ministre
Hans L. C. C. O. 10/12/2016

Your offer is accepted to the extent specified herein.
Votre offre est acceptée sur les conditions exposées dans les présentes.

You are requested to supply as indicated herein.
Nous vous demandons de fournir ce qui est précisé dans les présentes.

Return the signed copy forthwith.
Préparez de retourner immédiatement une copie délivrée signée.

The Vendor hereby accepts/acknowledges this contract.
Le fournisseur reconnaît par les présentes qu'il a pris connaissance du présent contrat et qu'il l'accepte.

Signature Date

Title - Titre



RFP NUMBER 1000021379

CONTRACT NUMBER 1903261379

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the resulting from the bid solicitation.

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

7.1 Statement of Work

The Contractor must perform the Work in accordance with Annex A - Statement of Work.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2016-04-04) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: Clément Bélanger

7.3 Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Contract:

7.3.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.3.2 The Contractor personnel requiring access to PROTECTED/CLASSIFIED Information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET as required, granted or approved by CISD/PWGSC.

7.3.3. The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

7.3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

7.3.5 The Contractor must comply with the provisions of the:
a. Security Requirements Check List, attached at Annex C;
b. Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from November 29, 2016 to March 31, 2017 Inclusive.
The contract deliverables *must* be completed on time and within budget with no extension.

7.4.2 Termination on Thirty Days' Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Contract number 1903261379



Department of Justice
Canada

Ministère de la Justice
Canada

Steve Gbaguidi
Senior Contracting Officer
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-957-6745
E-mail Address: Steve.Gbaguidi@justice.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is:
Darin Bertrand
Team Lead, Integrated Security Program
Department of Justice Canada
284 Wellington Street, Ottawa ON, K1A 0H8
Telephone: 613-998-5669
E-mail Address: Darin.Bertrand@justice.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

s.19(1)

Protak Consulting Group
343 Preston Street, Suite 1100
Ottawa, ON
K1S 1N4

7.6 Payment

7.6.1 Basis of Payment

The Contractor will be paid an all-inclusive fixed per diem rate as specified in Annex B – Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

7.6.2 Canada's Total Liability – Limitation of Expenditure

7.6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ 107,015.00
Customs duties are included and Applicable Taxes are extra.

7.6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
a. when it is 75 percent committed, or
b. four (4) months before the contract expiry date, or
c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

7.6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.6.3 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
b) all such documents have been verified by Canada;
c) the Work performed has been accepted by Canada.

7.6.4 Payment by Credit Card (if applicable)

The following credit card is accepted for invoices that do not exceed \$10,000.00, including

Contract number 1903261379



applicable taxes: MasterCard.

7.6.5 Payment by Direct Deposit

Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 (2016-04-04) General Conditions - Higher Complexity - Services, forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Recipient Electronic Payment Registration Request Form at Annex D. The form can also be obtained from the Department of Justice Canada internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Recipient Electronic Payment Registration Request Form is up to date. Should the Contractor's information within the Recipient Electronic Payment Registration Request Form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 (2016-04-04) General Conditions - Higher Complexity - Services, forming part of this Contract will not apply, until the Contractor corrects the matter.

7.6.6 Discretionary Audit

C0705C (2010-01-11) Discretionary Audit

7.7 Invoicing Instructions

7.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

7.7.2 Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.8 Certifications

7.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The general conditions 2035 (2016-04-04) General Conditions - Higher Complexity - Services;
- (c) Annex A - Statement of Work;
- (d) Annex B - Basis of Payment;
- (e) Annex C - Security Requirements Check List;
- (f) Annex D - Recipient Electronic Payment Registration Request Form;
- (g) Supply Arrangement Number E60ZN-15TSPS/253/ZN (the "Supply Arrangement"); and
- (h) The Contractor's bid dated October 20, 2016 and revised on November 20, 2016.

7.11 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

7.12 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

ANNEX A - STATEMENT OF WORK

1 TITLE

TPSP requirement for up to two (2) security systems subject matter experts (SMEs) who will complete the technical specification and proposed business case for an integrated, enterprise-wide electronic security system.

2 TERMINOLOGY

- "Assets" means physical, real and intellectual property (such as information) as well as human resources belonging to the Department of Justice Canada.
- "CCTV" means closed-circuit television
- "CSB" means Corporate Services Branch of the Department of Justice Canada
- "DDSO" means Deputy Departmental Security Office
- "DSO" means Departmental Security Officer
- "DSP" means the Departmental Security Program
- "GOC" means the Government of Canada
- "JUS" means the Department of Justice Canada
- "NCR" means the National Capital Region
- "SME" means subject matter experts
- "SOS" means Statement of Sensitivity
- "SOW" means Statement of Work
- "TBS" means Treasury Board Secretariat of Canada
- "TRA" means Threat and Risk Assessment

3 OBJECTIVE

Working in the Safety, Security and Emergency Management Division of the Corporate Services Branch (CSB) of the Department of Justice Canada (JUS), the Contractor's SME resource(s) will provide independent expert subject matter advice on, and develop and deliver the technical specification for, an integrated, enterprise-wide electronic security system for JUS and supporting business case.

4 BACKGROUND STATEMENT

The Department of Justice Canada is headquartered in Ottawa, with eleven (11) regional offices across the country and five (5) sub-offices located in the National Capital Region.

JUS has a range of security and employee protection requirements including the responsibility for the secure processing, handling and storage of highly sensitive departmental, government, and personal information in accordance with the Government of Canada's Security Policy Suite.

JUS has recently conducted Threat and Risk Assessments (TRAs) in congruence with the requirements of the Department's Integrated Security Program and Treasury Board Secretariat (TBS) Policies and Standards for each of its locations across Canada. As a follow-up to the TRAs, JUS will examine system capabilities and capacities, procedures, processes for change/replacement. This will include defining the requirements for an integrated enterprise-wide electronic security system comprising a broad range of capabilities that provides for:

- perimeter surveillance,
- intrusion detection,
- entry-point access/egress control,
- remote lock-down of sensitive areas,
- internal, role-based access control to sensitive/specialized areas,
- internal location logging of employees and visitors,
- integrated alarm/warning systems for security, fire, internal threat,
- emergency notification and support,
- Closed-circuit TV (CCTV) coverage in sensitive areas,
- centralized reporting and recording,
- IT security protection, detection and response.

5 REFERENCE DOCUMENTS

The Work will be performed in accordance with the relevant guidance documentation, including but not limited to:

- RCMP – Technical Security Branch Guides. Web Site: <http://www.rcmp-grc.gc.ca/physec-secmat/pubs/index-eng.htm>
- Policy on Government Security and all related security documentation such as directives, standards, guidelines and others. Web Site: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12322>
- National Building Code of Canada. Web Site: http://www.nrc-cnrc.gc.ca/eng/publications/codes_centre_national_building_code.html
- National Fire Code of Canada. Web Site: http://www.nrc-cnrc.gc.ca/eng/publications/codes_centre_national_fire_code.html
- The Public Works and Government Services Canada's Industrial Security Manual. Web Site: <http://ssi-iss.tpsac-pwsc.gc.ca/msi-ism/index-eng.htm>



Available on-site supporting documentation includes the Departmental Security Plan, business cases, threat and risk analyses, systems inventories/descriptions of current installations, reference documents from other departments and a summary of security incidents.

6 REQUIREMENT DESCRIPTION

6.1 Scope

In addition to providing independent subject matter expertise, the Contractor's SME resource(s) will prepare the written technical specifications for a state-of-the-art and integrated enterprise electronic security system and supporting business case. This will involve conducting research, meetings, workshops and analysis, in order to:

- confirm the scope of any current security system deficiencies;
- assess the likely root cause(s) of those deficiencies ;
- work with others to document emergent requirements;
- analyze and assess the capability/capacity of the current system(s) to be adapted/improved to correct the known and emergent deficiencies;
- provide advice and analysis to senior management of JUS;
- recommend potential solutions if current systems cannot be improved sufficiently to meet the new needs;
- write the technical specification for the implementation of a new state-of-the-art integrated enterprise-wide security system meeting all of JUS's requirements; and
- write the business case in support of this requirement.

6.2 Tasks / Detailed Services

- Collection, collation and documentation of all approved system requirements;
- Research, review and analysis of similar Government of Canada (GoC) security system implementations / lessons-learned for inclusion in the technical specification;
- Distillation, correlation and fusion of all requirements from all sources into a single requirements document, for approval;
- Preparation of briefing notes, presentations, project plans in support of the acquisition of an integrated, enterprise-wide electronic security system.;
- Preparation of budgets and cost projections;
- Preparation of a business case and resource requests; and
- Drafting of a full technical specification which describes the required security system in sufficient detail to initiate a contract in the future for an integrated, enterprise-wide electronic security system.

6.3 Deliverables and Acceptance Criteria

A complete and substantiated technical specification for an integrated enterprise-wide electronic security system which describes the required security system in sufficient detail to go to contract, for approval by JUS.

Other documents, if and as necessary, including:

- Briefing notes, presentations, project plans in support of the acquisition of an integrated, enterprise-wide electronic security system.;
- Draft budgets and cost projections;
- Draft business case and resource requests.

All written material must be provided in hard and soft copy as requested by the Project Authority. Unless otherwise specified, the soft copy must be provided in the current version of JUS's approved desktop software (Microsoft Office 2013).

All deliverables must be provided in English.

The Contractor's SME resource(s) are to submit a project plan within 2 weeks of date of contract award. Project deliverables shall include: a draft business case with estimated technical requirements by no later than mid-December 2016; a revised business case by mid-February 2016 incorporating management feedback and more detailed technical specifications; and a finalized business case by 31 March 2017 with possibility of extension to end April 2017 if additional changes are required/requested after review from management.

All work and deliverables related to this SOW must be completed and delivered to the Project Authority by no later than March 31, 2017.

6.4 Departmental Support

Work will be conducted in JUS offices in the NCR, with JUS IT tools. Workspace and access will be provided for the Contractor's SME resource(s).

JUS will provide the Contractor's SME resource(s) with all relevant documentation on existing systems. This information must not be removed from JUS premises.

6.5 Travel

There is no travel associated with this requirement.

Contract number 1903261379

6.6 Language Requirements

The work must be completed in English.

6.7 Location of Service Delivery

Work will be undertaken in the National Capital Region, primarily at JUS's location at 284 Wellington Street, Ottawa, Ontario, K1A 0H8.

6.8 Access to Client's Premises and Systems / Access Restrictions

Access to JUS facilities and sites will be provided as necessary.

6.9 Proprietary Information

All information and documents, in any format, made available by the Department of Justice Canada and/or collected and created by the Contractor's SME resource(s) for the purpose of this project, such as but not limited to, notes, drafts, findings, pictures, drawings, etc., must be returned and/or handed over to the Project Authority upon completion of the Contract.

ANNEX B - BASIS OF PAYMENT

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed per diem rate must be prorated to reflect the actual time worked.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

A- Contract Period (From November 29, 2016 to March 31, 2017)

s.19(1) During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid an all-inclusive fixed per diem rate as follows:

s.20(1)(c) Professional Fees: Category 2.14 - Subject Matter Expert - Senior

Name of Resource(s)	All Inclusive Fixed Per Diem Rate	Maximum Combined Level of Effort

Total Estimated Cost of Professional Fees: up to a maximum of \$107,015.00 Applicable Taxes extra.